



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.: 4	Date: 11 Feb 2009
Ordinance No.: 2009-0105	Prepared by: Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0105 would approve a collective bargaining agreement between King County and Teamsters Local 117 (Professional & Technical and Administrative Employees) covering 650 employees in DAJD, DDES, DES, DNRP, DOT, DPH, and OIRM¹ for calendar years 2009 and 2010.

1. The Bargaining Units

The new agreement would take the place of separate agreements for Administrative Support Employees and Professional and Technical Employees and would cover both of those bargaining units. The Executive reports that both he and the union agree that the new agreement will be suitable for the employees in both bargaining units and that the consolidation enhances the county's ability to administer policies across the county's departments and divisions. (*See* transmittal letter, pp. 91-92 of these materials.)

The Administrative Support Employees bargaining unit includes four classification series in four county departments: DES, DNRP, DPH, and DOT. (*See* Addendum A to the agreement, pp. 55-63 of these materials.) The work performed by employees in those classifications includes processing of documents and data, maintaining records and schedules, and other essential administrative functions. The previous agreement covering this bargaining unit ran from 1 January 2005 through 31 December 2007 and then was extended through 31 December 2008. The agreement and the extension were both approved by the Council, by Ordinances 15102 and 16071, respectively.

The Professional and Technical Employees bargaining unit includes 34 classification series in the following departments: DAJD, DES, DNRP, DPH, DOT, and OIRM. (*See* Addendum B, pp. 65-79 of these materials.) The positions covered by this bargaining unit vary widely, from Accountant to Website Developer, as described at pp. 65-66. The previous agreement covering this bargaining unit ran from 1 January 2005 through 31 December 2007 and then was extended

¹ Department of Adult and Juvenile Detention (DAJD), Department of Development and Environmental Services (DDES), Department of Executive Services (DES), Department of Natural Resources and Parks (DNRP), Department of Transportation (DOT), Department of Public Health (DPH), and Office of Information Resource Management (OIRM).

through 31 December 2008. The agreement and the extension were both approved by the Council, by Ordinances 15131 and 16071, respectively.

2. Consistency with Labor Policies

As described in the Contract Summary at pp. 81-83 of these materials, the proposed collective bargaining agreement appears consistent with the County's adopted labor policies. In particular, the consolidation under one agreement of two bargaining units that used to be under separate agreements is in furtherance of the policy that the county supports such consolidation where it is legal and appropriate.

Although the new agreement is coming before the Council several weeks after the expiration of the agreements that it replaces, the parties had reached tentative agreement on the terms of the new contract on 3 November 2008, almost two months before the expiration of the previous agreements, which continued in effect by operation of law.

3. Pay Ranges and COLA

The agreement maintains the existing pay ranges for all job classifications. The cost-of-living adjustments (COLA) for the two years covered by the agreement follow the standard county settlement agreed to with other unions. The adjustments are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. *See* contract section 8.6, p. 29 of these materials. The increase for 2009 is 4.88 percent, and the increase for 2010 is expected to be 4.27 percent.

4. Performance Evaluations

The Executive reports that although the new agreement is silent on the subject, the employees do receive performance evaluations annually.

5. Interest Arbitration

The bargaining units covered by the new agreement are not eligible for interest arbitration.

6. No-Strike Provision

Section 16.1 of the agreement (p. 45 of these materials) prohibits "any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement."

B. NEW CONTRACT PROVISIONS

The Executive has noted the following in his Summary of Changes (p. 85 of these materials):

1. Seniority, Reduction-in-Force, and Bumping

Article 18 of the new agreement (pp. 47-51 of these materials) contains extensive changes to the language on seniority, reduction-in-force, and bumping. The changes are designed to clarify the

reduction-in-force procedures and expand bumping options for employees whose positions are eliminated in a reduction-in-force. The new agreement clarifies that seniority accrues only after the employee completes a probationary period. The agreement also adds more specific language about how a laid off employee may “bump” a less senior employee, provided that management deems the employee qualified to perform the work of the less senior displaced employee. A redline of the changes between the new Article 18 and the version found in the previous agreement covering professional and technical employees is provided at pp. 93-98 of these materials.

2. Bereavement Leave

Bereavement leave is increased from three days to five days per occurrence for a death in the employee’s family. *See* contract section 7.2 (pp. 22-23 of these materials).

3. Personnel Records

A new contract section 12.8 (*see* p. 37 of these materials) specifies employees’ right of access to their personnel records and the county’s obligation to maintain and safeguard personnel records and to notify an employee when an outside entity requests the employee’s personnel information. According to the Executive, the section conforms to the county’s Personnel Records Management Guidelines.

4. Resolution of Job Classification Disputes

A new section 8.4.C (*see* p. 28 of these materials) provides a dispute resolution process for job classification disputes if the matter has not been resolved by the internal Human Resources Division classification review process. The merits of the dispute would be decided by a mutually acceptable, neutral third party.

5. Executive Leave

Section 7.9 of the new agreement (*see* p. 26 of these materials) increases from three days to five days the guaranteed Executive Leave for overtime-exempt employees.

6. Stand-by Pay

A change in section 9.5 expands standby pay to cover work-related phone calls during off-duty time. (*See* p. 32 of these materials.)

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Fiscal Note at pp. 87-89 of these materials. From a base cost of \$40,799,514 in 2008, an increase of \$1,995,424 (4.89 percent) is projected for 2009, and a further increase of \$1,827,343 (4.27 percent) is projected for 2010.

D. LEGAL REVIEW

The agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. Karen Place, Labor Negotiator, Human Resources Division, King County DES
- 2. Betty Sorbo, Business Representative, Teamsters Local 117

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Signature Report

February 8, 2009

Ordinance

Proposed No. 2009-0105.1

Sponsors Ferguson

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Brotherhood of Teamsters Local
4 117 (Professional & Technical and Administrative
5 Employees) representing employees in the departments of
6 adult and juvenile detention, development and
7 environmental services, executive services, natural
8 resources and parks, public health, transportation, and the
9 office of information resources management; and
10 establishing the effective date of said agreement.

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12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. The collective bargaining agreement negotiated between King
14 County and International Brotherhood of Teamsters Local 117 (Professional & Technical
15 and Administrative Employees) representing employees in the departments of adult and
16 juvenile detention, development and environmental services, executive services, natural
17 resources and parks, public health, transportation, and the office of information resources

Ordinance

18 management, and attached hereto is hereby approved and adopted by this reference made
19 a part hereof.

20 SECTION 2. Terms and conditions of said agreement shall be effective from
21 January 1, 2009, through and including December 31, 2010.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments

A. Agreement By and Between King County and Teamster Local Union No. 117
Affiliated with the International Brotherhood of Teamsters Professional and Technical
and Administrative Employees--Terms of Agreement--January 1, 2009 - December 31,
2010, B. Addendum A--International Brotherhood of Teamsters Local 117
Administrative Support Employees Wage Addendum Master List, C. Addendum B--
International Brotherhood of Teamsters Local 117 Professional and Technical
Employees Wage Addendum Master List

AGREEMENT
By and Between
King County
And
Teamsters Local Union No. 117
Affiliated with the
International Brotherhood of Teamsters
Professional & Technical
And
Administrative Employees
Term of Agreement
January 1, 2009 - December 31, 2010

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**AGREEMENT
By and Between
King County
And
Teamsters Local Union No. 117
Affiliated with the
International Brotherhood of Teamsters
Professional & Technical
And
Administrative Employees
Term of Agreement
January 1, 2009 - December 31, 2010**

These Articles constitute an agreement, terms of which have been negotiated in good faith, between KING COUNTY (“the County”) and TEAMSTERS LOCAL 117 (“the Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees represented by the Union. The articles of this Agreement set forth the wages, hours and working conditions for the bargaining unit employees.

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3 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**
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5 **Section 2.1 Recognition.** The County recognizes the Union as the exclusive collective
6 bargaining representative of all employees whose job classifications are listed in the attached
7 Addendum A and Addendum B made a part hereof by this reference.

8 **Section 2.2 Union Membership.** It shall be a condition of employment that all employees
9 covered by this agreement who are members of the Union in good standing on the effective date of
10 this agreement shall remain members in good standing and those who are not members on the
11 effective date of this agreement shall, on the thirtieth day following the effective date of this
12 agreement, become and remain members in good standing in the Union, or pay fees to the Union to
13 the extent permitted by law. It shall also be a condition of employment that all employees covered by
14 this agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the
15 thirtieth day following the beginning of such employment, become and remain members in good
16 standing in the Union, or pay fees to the Union to the extent permitted by law.

17 Provided however, that nothing contained in this section shall require an employee to join said
18 Union who can substantiate in accordance with case law bona fide religious tenets or teachings that
19 prohibits the payment of dues or initiation fees to Union organizations. Such employee shall pay an
20 amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a
21 non-religious charity mutually agreed upon by the employee affected and the Union to which such
22 public employee would otherwise pay the dues and initiation fee. The public employee shall furnish
23 proof to the Union each month that such payment has been made.

24 Employees outside of the bargaining unit may be temporarily assigned to work within the
25 bargaining unit for a period not to exceed thirty (30) days.

26 **Section 2.3 Dues Deduction.** Upon receipt of written authorization individually signed by a
27 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
28 of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified
by the Secretary-Treasurer of the Union, and shall transmit the same to the Secretary-Treasurer of the
Union.

The Union will indemnify, defend and hold the County harmless against any claims made and

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3 against any suit instituted against the County on account of any check-off of dues for the Union. The
4 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
5 provision upon presentation of proper evidence thereof.
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7 **Section 2.4 New Bargaining Unit Member Reporting.** The County will require all new
8 employees hired, transferred, or promoted into a position included in the bargaining unit to complete
9 a form to inform the Union of their hire. One copy of the form will be retained by County payroll,
10 one copy of the form will be given to the employee and the original will be sent to the Union. The
11 County will notify the Union of any employee leaving the bargaining unit.

12 **Section 2.5 Bargaining Unit Lists.** The County will transmit to the Union a current listing
13 of all employees in the bargaining unit within thirty (30) days of the Union's request for such a list,
14 not to exceed twice per calendar year. For all employees performing bargaining unit work, the list
15 shall include the name of the employee, classification, home address, department and salary.

16 **Section 2.6 Union Security and Job Removal.** Failure by an employee to satisfy the
17 requirements of Section 2 shall constitute cause for dismissal; provided that King County has no duty
18 to act until the Union makes a written request for discharge and verifies that the employee received
19 written notification of the delinquency including the amount owing, the method of calculation, and
20 notification that non-payment after a period of no less than seven (7) days will result in discharge by
21 the County. A copy of each written notification shall be mailed to the County concurrent with its
22 mailing to the employee.

23 **Section 2.7 Payroll Deduction for Political Contributions – Democratic, Republican,**
24 **Independent Voter Education (D.R.I.V.E.).** The Employer agrees to deduct voluntary
25 contributions from the paycheck of all employees covered by the Agreement who individually elect
26 to make contribution to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated
27 by each contributing employee that are to be deducted from his/her paycheck for all weeks worked.
28 The phrase "weeks worked" excludes any week other than a week in which the employee earned a
wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one
check, the total amount deducted along with the name of each employee on whose behalf a deduction
is made, and the amount deducted from the employee's paycheck.

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3 **ARTICLE 3: RIGHTS OF MANAGEMENT**
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5 **Section 3.1 Management Rights.** The Union recognizes the prerogatives of the County to
6 operate and manage its affairs in all respects in accordance with its responsibilities and powers of
7 authority, subject to the terms and conditions of this Agreement.

8 **Section 3.2 Specific Enumerated Rights.** The County shall have the right to discipline and
9 discharge for just cause, the right to layoff employees for lack of work or funds; or for the occurrence
10 of conditions beyond the control of the County; or when such continuation of work would be
11 wasteful and unproductive. The County shall further have the right to hire, appoint, promote, train,
12 assign and direct the workforce; develop and modify classification specifications, allocate positions
13 to those classifications, determine reasonable schedules of work, schedule overtime work, and to
14 establish the methods and processes by which work is performed, the right to establish reasonable
15 rules; and the right to take whatever actions are necessary in emergencies in order to assure the
16 proper functioning of the Department.

17 **Section 3.3** The County shall not contract out work which the members of the Union have
18 historically performed unless it is required by law or is a business necessity due to an emergency
19 situation or to augment the workforce on a short-term, temporary basis. Except for emergency
20 situations, the County shall provide notice to the Union of its intent to contract out and, upon request,
21 bargain the decision and/or effects of that decision. Except as provided herein, under no
22 circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit
23 work. Nothing in this provision shall limit what the County has historically contracted out, and no
24 jobs will be eliminated due to contracting out. Term limited temporary (“TLT”) employees will only
25 be utilized to perform bodies of work in accordance with King County Code.
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3 **ARTICLE 4: HOLIDAYS**

4 **Section 4.1 Recognized Holidays.** Employees covered by this Labor Agreement shall be
5 eligible for holidays with pay as provided by King County Code 3.12.230. Should King County
6 Code be revised, the Union shall be advised of such revision and if after bargaining regarding the
7 revision, the Union wishes to adopt such revision, it shall become part of the Labor Agreement.

8 a) Regular, probationary, provisional and term-limited temporary employees shall be
9 granted the following holidays with pay:
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11 New Year's Day	January 1st
12 Martin Luther King Jr.'s Birthday	Third Monday in January
13 Presidents' Day	Third Monday in February
14 Memorial Day	Last Monday in May
15 Independence Day	July 4th
16 Labor Day	First Monday in September
17 Veterans' Day	November 11th
18 Thanksgiving Day	Fourth Thursday in Nov.
19 Day after Thanksgiving	
20 Christmas Day	December 25th
21 Two (2) Personal Holidays	

22 and any special or limited holidays as declared by the president or governor, and as approved by the
23 Metropolitan King County Council.

24 **Section 4.2 Holidays on Scheduled Day Off.** For holidays falling on a Saturday, the Friday
25 before shall be a paid holiday. For holidays falling on a Sunday, the Monday following shall be a
26 paid holiday.

27 **Section 4.3 Personal Holidays.** Personal holidays shall be administered through the
28 vacation plan. One (1) day shall be available for use on the first of October and one (1) on the first
day of November each year.

Section 4.4 Eligibility and Compensation Rules. In addition to the aforementioned holiday
benefits provided in King County Code 3.12.230, this Labor Agreement shall provide for the
following:

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4 **A. Holiday Pay Counts as Time Worked.** Holidays paid for but not worked shall be
5 recognized as time worked for the purpose of determining weekly overtime.

6 **B. Eligibility for Holiday Pay.** An employee must be in a pay status, either the
7 employee's scheduled work day before, or employee's scheduled working day after a holiday in order
8 to receive holiday pay. An employee leaving County employment the day prior to the holiday shall
9 not receive holiday pay.

10 **C. Compensation for Work on a Holiday.** Work performed by overtime eligible
11 employees on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to
12 the regular holiday pay.

13 **D. Calculation of Holiday Pay.** Holiday pay shall be based on the number of hours
14 in the employee's regular work week, up to a maximum of eight (8) hours for regular full-time
15 employees with a forty (40) hour week, or seven (7) hours for regular full-time employees with a
16 thirty-five (35) hour work week. Hourly employees on flex or alternative work schedules may be
17 allowed to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all
18 non-holiday work hours for that work week. Part-time regular employees shall receive pro rated
19 holiday pay based on their normal hours of work per week in relation to a full-time schedule of thirty-
20 five (35) or forty (40) hours.

21 **E. Alternate/Flextime Work Schedules.** Hourly employees on alternative work
22 schedules/flextime (working four days in five, or nine days in ten) who take holiday time off in
23 excess of the seven (7) or eight (8) hours of holiday provided, and who do not adjust their work
24 schedules as provided in D. above shall make up the difference using accrued vacation time,
25 compensatory time, or leave without pay. If a holiday falls on an hourly employee's regular day off,
26 due to an alternative or flex work schedule, the employee will be paid for the holiday as provided in
27 Section 4.4.D above. In lieu of holiday pay, the employee may be granted paid time off equivalent to
28 the holiday, to be scheduled by mutual agreement with the supervisor within the same pay period
when the holiday occurs. The employee must request the paid time off at least two weeks prior to the
holiday.

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3 **ARTICLE 5: VACATIONS**
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5 **Section 5.1 Vacation Accrual.** Employees covered by this Labor Agreement shall be
6 eligible for vacations with pay as provided by King County Code 3.12.190. Should King County
7 Code be revised, the Union shall be advised of such revision and if after bargaining regarding the
8 revision, the Union wishes to adopt such revision, it shall become part of the Labor Agreement.

9 **A. Accrual Rate Schedule.** Regular, probationary, provisional and term-limited
10 temporary employees shall accrue vacation leave for each hour in regular pay status exclusive of
11 overtime as described in the following table:

Full Years of Service	Maximum Total Days	
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

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28 **B. Commencement of Accrual.** Employees eligible for leave shall accrue vacation
leave from their date of hire in a leave eligible position.

C. Vacation Eligibility. Employees eligible for leave shall not be eligible to take or

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4 be paid for vacation leave until they have successfully completed their first six (6) months of County
5 service in a leave eligible position, and if they leave County employment prior to successfully
6 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
7 vacation leave. This section does not apply to employees who use accrued vacation leave for a
8 qualifying event under the Washington Family Care Act.

9 **D. Vacation Payout at Separation.** Employees eligible for leave shall be paid for
10 accrued vacation leave to their date of separation up to the maximum accrual amount if they have
11 successfully completed their first six months of County service. Payment shall be the accrued
12 vacation leave multiplied by the employee's regular rate of pay in effect upon the date of leaving
13 County employment less mandatory withholdings.

14 **E. No Advance of Vacation Pay.** Employees eligible for leave shall not use or be
15 paid for vacation leave until it has accrued and such use or payment is consistent with the provisions
16 of this Article.

17 **F. No County Work During Vacation.** No employee eligible for leave shall work
18 for compensation for the County in any capacity during the time that the employee is on vacation
19 leave.

20 **G. Vacation Payout Upon Death.** In cases of separation from County employment
21 by death of an employee with accrued vacation leave and who has successfully completed his/her
22 first six (6) months of County service in a leave eligible position, payment of unused vacation leave
23 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
24 provided for by state law, RCW Title 11.

25 **H. Accrual Rate Upon Return After Separation.** If an employee resigns from a
26 full-time regular or part-time regular position or is laid off and subsequently returns to County
27 employment within two years from such resignation or layoff, as applicable, the employee's prior
28 County service shall be counted in determining the vacation leave accrual rate under Section A.

Section 5.2 Vacation Use. In addition to the aforementioned vacation benefits provided in
King County Code 3.12.190, this Labor Agreement shall provide for the following:

A. Increments of Use. Overtime eligible employees may use vacation leave in one-

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3 quarter (1/4) hour increments, at the discretion of the manager.

4 **B. Vacation Accrual Maximum and Carryover Rules.** Employees eligible for
5 leave may accrue up to sixty (60) days (480 hours) of vacation. The maximum is 420 hours for 35
6 hour per week employees. Leave eligible part time employees may accrue vacation leave pro rated to
7 reflect their normally scheduled work week. Leave eligible employees shall continue to accrue
8 vacation in excess of the maximum during the calendar year in which they reach the maximum;
9 however they must use vacation leave beyond the maximum accrual amount on or before the last day
10 of the pay period that includes December 31 of each year. The County will give notice on or about
11 July 1 of each year to employees whose vacation accrual will exceed 480 hours (or 420 hours for 35
12 hour per week employees) by the end of the year. Employees who leave King County employment
13 for any reason will be paid for their unused vacation up to the maximum specified herein. Employees
14 shall forfeit the excess accrual effective the last day of the pay period that includes December 31st of
15 each year; unless the employee has received approval in accordance with County policies and
16 procedures to carry over excess vacation accrual into the following year.

17 **C. Vacation Scheduling.** The Manager shall be responsible for establishing a
18 vacation schedule that maximizes employee vacation opportunities while achieving the efficient
19 functioning of the unit. Employees are encouraged to submit vacation requests as far in advance as
20 possible. Managers will respond at the earliest opportunity, but no more than ten working days after
21 employee vacation requests.

22 **D. Dispute Resolution Regarding Vacation Approval.** Business needs within
23 divisions and work groups affect how management responds to employee vacation requests. Labor
24 Management Committees are an appropriate forum for discussion of policies and procedures for
25 vacation approval.
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3 **ARTICLE 6: SICK LEAVE**

4 **Section 6.1 Sick Leave Ordinance.** Employees covered by this Labor Agreement shall be
5 eligible for sick leave benefits as provided by King County Code 3.12.220. Should King County
6 Code be revised, the Union shall be advised of such revision and if after bargaining regarding the
7 revision, the Union wishes to adopt such revision, it shall become part of the Labor Agreement.

8 **Section 6.2 Sick Leave Accrual.** Regular, provisional, probationary and term-limited
9 temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in
10 regular pay status excluding overtime up to a maximum of eight (8) hours per month. Sick leave
11 shall not begin to accrue until the first of the month following the month in which the employee
12 commenced employment. The employee is not entitled to sick leave if not previously earned. If the
13 County adopts a payroll system that allows sick leave accruals to begin the first day of employment,
14 such change shall become effective immediately.

15 **Section 6.3 Vacation in Lieu of Sick Leave -** During the first six (6) months of service in a
16 leave eligible position, employees eligible to accrue vacation leave may, at the manager's discretion,
17 use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a
18 full six (6) months in a leave eligible position, any vacation leave used for sick leave must be
19 reimbursed to the County upon termination. This section does not apply to an employee who uses
20 accrued vacation leave for a qualifying event under the Washington Family Care Act.

21 **Section 6.4 Unlimited Accrual.** There shall be no limit to the hours of sick leave benefits
22 accrued by an eligible employee.

23 **Section 6.5 Separation and Return From Separation.** Separation from or termination of
24 County employment except by reason of retirement or layoff due to lack of work, funds, efficiency
25 reasons or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the
26 employee as of the date of separation or termination. Should the employee resign, be separated for
27 non-disciplinary medical reasons or be laid off and return to County employment within two years,
28 accrued sick leave shall be restored; provided, that such restoration shall not apply where the former
employment was in a term-limited position.

Section 6.6 Sick Leave Payout Upon Separation. Employees eligible to accrue leave and

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4 who have successfully completed at least five years of County service and who retire as a result of
5 length of service or who terminate by reason of death shall be paid, or their estates paid for as
6 provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their
7 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of
8 leaving County employment less mandatory withholdings.

9 **Section 6.7 Coordination With Workers' Compensation Benefits.** An employee must use
10 all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury
11 is compensable under the County's workers compensation program, then the employee has the option
12 to augment or not augment time loss payments with the use of accrued sick leave. For a leave for
13 family reasons, the employee shall choose at the start of the leave whether the particular leave would
14 be paid or unpaid; but when an employee chooses to take paid leave for family reasons, he or she
15 may set aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has
16 exhausted all of his or her sick leave may use accrued vacation leave before going on leave of
17 absence without pay, if approved by his or her appointing authority.

18 **Section 6.8 Use of Sick Leave.** Accrued sick leave shall be used for the following reasons:

19 **A.** The employee's bona fide illness; provided, that an employee who suffers an
20 occupational illness may not simultaneously collect sick leave and worker's compensation payments
21 in a total amount greater than the net regular pay of the employee;

22 **B.** The employee's incapacitating injury, provided that:

23 An employee injured on the job may not simultaneously collect sick leave and worker's
24 compensation payments in a total amount greater than the net regular pay of the employee; though an
25 employee who chooses not to augment his or her worker's compensation time loss pay through the
26 use of sick leave shall be deemed on unpaid leave status;

27 **C.** An employee who chooses to augment worker's compensation payments with the
28 use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of
the leave;

D. Exposure to contagious diseases and resulting quarantine.

E. A female employee's temporary disability caused by or contributed to by

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3 pregnancy and childbirth.

4 F. The employee's medical, ocular or dental appointments, provided that the
5 employee's supervisor has approved the scheduling of sick leave for such appointments.

6 G. To care for the employee's child if the child has an illness or health condition
7 which requires treatment or supervision from the employee;

8 H. An employee may not collect sick leave for physical incapacity due to any injury
9 or occupational illness which is directly traceable to employment other than with the County.

10 I. To care for other family members, if:

11 1. the employee has been employed by the County for twelve months or more
12 and has worked a minimum of one thousand forty hours (1040) in the preceding twelve (12) months
13 for an employee on a forty (40) hour workweek, or nine hundred ten (910) hours for an employee on
14 a thirty-five (35) hour workweek);

15 2. the family member is the employee's spouse or domestic partner, the
16 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
17 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
18 employee, the employee's spouse or domestic partner, or the grandparent of the employee; and

19 3. the reason for the leave is one of the following:

20 a) the birth of a son or daughter and care of the newborn child, or
21 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
22 within twelve months of the birth, adoption or placement;

23 b) the care of the employee's child or child of the employee's spouse
24 or domestic partner whose illness or health condition requires treatment or supervision by the
25 employee; or

26 c) Care of a family member who suffers from a serious health
27 condition.
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Section 6.9 Federal and State Law. To the extent that a federal or Washington State law provides more extensive benefits for use of paid leave for family care, the Union and County agree that federal and/or state law shall prevail.

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4 **Section 6.10 King County Family and Medical Leave.** An eligible employee may take a
5 total of up to eighteen weeks unpaid leave for his or her own serious health condition, and for family
6 reasons as provided in Sections 6.8.G and 6.8.I combined, within a twelve (12) month period. The
7 twelve month period is counted as rolling backward from the date the employee goes on leave. To be
8 eligible for leave to care for a family member, an employee must have been employed by the county
9 for twelve months or more at any time, and worked a minimum of nine hundred ten (910) hours for
10 an employee on a thirty-five (35) hour workweek, or one thousand forty (1040) hours for an
11 employee on a forty (40) hour workweek in the preceding twelve months (paid leaves such as
12 holiday, vacation and sick leave are not considered hours worked). The leave may be continuous,
13 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as
14 needed. Intermittent leave is subject to the following conditions:

15 **A. Intermittent Leave for Birth/Adoption.** When leave is taken after the birth or
16 placement of a child for adoption or foster care, an employee may take leave intermittently or on a
17 reduced leave schedule only if authorized by the employee’s appointing authority.

18 **B. Intermittent Leave for Serious Health Condition.** An employee make take
19 leave intermittently or on a reduced schedule when medically necessary due to a serious health
20 condition of the employee or family member of the employee; and

21 **C. Possible Transfer.** If an employee requests intermittent leave or leave on a
22 reduced leave schedule under section B. above, that is foreseeable based on planned medical
23 treatment, the appointing authority may require the employee to transfer temporarily to an available
24 alternative position for which the employee is qualified and that has equivalent pay and benefits and
25 that better accommodates recurring periods of leave than the regular position of the employee.

26 **Section 6.11 Coordination of Donated Leave.** Use of donated leave shall run concurrently
27 with the eighteen work week family medical leave entitlement.

28 **Section 6.12 Continuation of Health Care Benefits.** The County shall continue its
contribution toward health care during any unpaid leave taken under Section 6.10.

Section 6.13 Return to Work. An employee who returns from unpaid family or medical
leave within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

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A. the same position he or she held when the leave commenced; or

B. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. the same seniority accrued before the date on which the leave commenced.

Section 6.14 Failure to Return. Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

Section 6.15 Sick Leave Administration and Incremental Use. In addition to the aforementioned sick leave benefits provided in King County Code 3.12.220, this Labor Agreement shall provide for the following:

A. Division management and employees are responsible for the proper administration of the sick leave benefit.

B. Overtime eligible employees may use sick leave in one-quarter (1/4) hour increments, at the discretion of the manager/designee.

Section 6.16 Unused Sick Leave Conversion to Vacation. Hourly employees who use sixteen (16) hours or less of sick leave in a payroll year (as reflected on the December 20th or last paycheck of the year) will be eligible to convert up to twenty-four (24) hours of sick leave to vacation hours. Employees must request such conversion no later than January 31 of the following year.

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3 **ARTICLE 7: PAID LEAVES**

4 **Section 7.1 Paid Leave Ordinances.** Employees covered by this Labor Agreement shall be
5 eligible for the following paid leave benefits as provided for in King County Code 3.12.210,
6 3.12.215, 3.12.223, 3.12.225, 3.12.240, 3.12.260. Should King County Code be revised, the Union
7 shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to
8 adopt such revision, it shall become part of this Labor Agreement.
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10 **Section 7.2 Bereavement Leave (KCC 3.12.210).**

11 **A.** Employees eligible for paid leaves shall be entitled to three (3) working days of
12 bereavement leave per occurrence, due to death of members of their immediate family. Employees
13 shall be entitled to five (5) days of bereavement leave due to death of the employee's spouse or
14 domestic partner, parent, or child.

15 **B.** Employees eligible for leaves who have exhausted their bereavement leave, shall
16 be entitled to use sick leave in the amount of three (3) days for each instance of death when death
17 occurs to a member of the employee's immediate family.

18 **C.** In cases of family death where no sick leave benefit exists, the employee may be
19 granted leave without pay, or may be allowed to use accrued vacation, Executive Leave, and/or
20 compensatory time.

21 **D.** In the application of any of the foregoing provisions, when a holiday or regular
22 day off falls within the prescribed period of absence, it shall not be charged against the employee's
23 sick leave account nor bereavement leave credit.

24 **E.** Immediate family means any of the following:

- 25 ● Employee's spouse or domestic partner
- 26 ● Parent of the employee, employee's spouse or domestic partner
- 27 ● Grandparent of the employee, employee's spouse or domestic partner
- 28 ● Child of the employee, employee's spouse or domestic partner
- Son-in-law or daughter-in-law of the employee, employee's spouse or domestic partner
- Grandchild of the employee, employee's spouse or domestic partner

- Sibling of the employee, employee's spouse or domestic partner.

Also included is any person for whose financial or physical care the employee is principally responsible.

Section 7.3 Organ Donor Leave (KCC 3.12.215).

1. The appointing authority shall allow employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

a) Give the appointing authority reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

b) Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

2. Time off from work for the purposes set out above in excess of five (5) working days shall be subject to existing leave policies contracted in this Agreement.

Section 7.4 Donation of Leaves (KCC 3.12.223).

1. **Vacation Leave Hours.** Vacation leave hours.

a) **Approval Required.** Any employee eligible for leave benefits may donate a portion of his or her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employees' department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a departmental hardship for the receiving department.

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3 **b) Limitations.** The number of hours donated shall not exceed the donor's
4 accrued vacation credit as of the date of the request. No donation of vacation hours shall be
5 permitted where it would cause the employee receiving the transfer to exceed his or her maximum
6 vacation accrual.

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8 **c) Return of Unused Donations.** Donated vacation leave hours must be used
9 within ninety calendar days following the date of donation. Donated hours not used within ninety
10 days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave
11 hours shall be excluded from vacation leave payoff provisions contained in Article 5. For purposes
12 of this section, the first hours used by an employee shall be accrued vacation leave hours.

13 **2. Sick Leave Hours.**

14 **a) Written Notice Required.** Any employee eligible for leave benefits may
15 donate a portion of his or her accrued sick leave to another employee eligible for leave benefits upon
16 written notice to the donating and receiving employees' department director(s).

17 **b) Minimum Leave Balance Required (Donor).** No donation shall be
18 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
19 donation is one hundred hours or more. No employee may donate more than twenty-five hours of his
20 or her accrued sick leave in a calendar year.

21 **c) Return of Unused Donations.** Donated sick leave hours must be used
22 within ninety calendar days. Donated hours not used within ninety days or due to the death of the
23 receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the
24 sick leave payoff provisions contained in Article 6, and sick leave restoration provisions contained in
25 Article 6. For purposes of this section, the first hours used by an employee shall be accrued sick
26 leave hours.

27 **3. No Solicitation.** All donations of vacation and sick leave made under this section
28 are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or
any other compensation or benefits in exchange for donating vacation or sick leave hours.

4. Conversion Rate. All vacation and sick leave hours donated shall be converted to
a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar

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3 value will then be divided by the receiving employee's hourly rate to determine the actual number of
4 hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's
5 straight time hourly rate at the time of reconversion.
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7 **Section 7.5 Leave for School Volunteer Service (KCC 3.12.225).** The division manager
8 shall allow the use of up to three days of sick leave each year to allow employees to perform
9 volunteer services at the school attended by the employee's child, the employee's grandchild, the
10 child of the employee's domestic partner, or child that resides in the employee's home. Employees
11 requesting to use sick leave for this purpose shall submit such request in writing specifying the name
12 of the school and the nature of the volunteer services to be performed.

13 **Section 7.6 Jury Duty (KCC 3.12.240).** Any employee eligible for leave benefits who is
14 ordered on a jury shall be entitled to his or her regular County pay; provided, that fees for such jury
15 duty are deposited, exclusive of mileage, with the Finance Division of the Department of Executive
16 Services. Employees shall report back to their work supervisor when dismissed from jury service.

17 **Section 7.7 Military Leave (KCC 3.12.260).** A leave of absence for active military duty or
18 active military training duty shall be granted to eligible employees in accordance with applicable
19 provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the
20 appointing authority in writing by the employee and accompanied by a validated copy of military
21 orders ordering such active duty or active training duty. If an employee is called to involuntary
22 active duty, she/he may be eligible for health benefit continuation and pay supplementation in
23 accordance with County policy at the time the individual is called to active duty.

24 **Section 7.8 Unpaid Leaves of Absence.**

25 **A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not
26 exceeding thirty (30) consecutive days may be granted by the applicable Division Director.

27 **B. Long-Term Leaves of Absence.** The Director of the Human Resources Division
28 of the Department of Executive Services may grant a request for a leave of absence for a period
longer than thirty (30) days with the favorable recommendation of the applicable Department
Director. Long-Term leaves may be conditional or unconditional, with any conditions set forth in
writing at the time that the leave is approved.

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4 **C. Reasonable Approval.** Leaves specified in A. and B. above shall not be unduly
5 denied.

6 **D. Early Return.** An employee who is on a leave of absence without pay may return
7 from the leave before its expiration date if the employee provides the appointing authority with a
8 written request to that effect at least fifteen (15) days before the requested date of return.

9 **Section 7.9 Executive Leave.** Regular career service employees covered by this Agreement
10 who are in positions that are exempt from the overtime provisions of the federal Fair Labor Standards
11 Act may be granted up to ten (10) days of Executive Leave per calendar year in accordance with
12 Executive Policy PER 8-1-1. Such employees will be entitled to up to five (5) days of paid Executive
13 Leave per calendar year for the duration of this Agreement, under the following conditions:

14 **A.** Employees who are employed in an eligible bargaining unit position on January 1,
15 2009, shall be allowed five (5) days of Executive Leave for use during 2009; those who are employed
16 in a bargaining unit position after the effective date but before September 1, 2009 shall be allowed
17 two days Executive Leave for use during 2009; those employed in an eligible bargaining unit position
18 on or before June 1, 2010 shall be allowed five (5) days of Executive Leave for use during 2010;
19 those who are employed in an eligible bargaining unit position after June 1, but before September 1,
20 2010 shall be allowed two days Executive Leave for use during 2010.

21 **B.** There will be no cashout or carryover of unused Executive Leave to the following
22 year.

23 **C.** Executive Leave will not be guaranteed to a probationary employee or to an
24 employee whose most recent performance evaluation has an overall rating less than satisfactory, but
25 may be granted at the discretion of management.

26 **D.** This section does not constitute a grant of Executive Leave after the expiration
27 date of this Agreement.

28 **E.** Additional days of Executive Leave may be granted at the discretion of
management pursuant to Executive Policy PER 8-1-1.

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3 **ARTICLE 8. WAGE RATES**

4 **Section 8.1 Step Progression.** New employees shall be hired at Step 1 of their respective
5 pay range or at a higher Step at management's discretion and advanced to the next Step after
6 completion of a six (6) month period. Advancement to the next Step upon successful completion of
7 an extended probationary period shall be made retroactive to the start of the seventh (7th) month of
8 employment.

9 Employees will serve a probationary period as provided in Section 11.1 of the Personnel
10 Guidelines. The probationary period will be at least six (6) months of service, but not more than
11 twelve (12) months. If a probationary period is to be extended, written notice of the extension must
12 be given to the employee before the employee completes the initial six-month probationary period.

13 **Section 8.2 Annual Step Increase.** Employees shall automatically advance to the next
14 salary step annually on January 1, except for employees in their first six (6) months in a job
15 classification, who shall advance from their entrance step to the step increment granted upon
16 completion of their first six (6) months, and annually on January 1 thereafter.

17 Exception: Career service employees in the Department of Transportation Airport Division,
18 the Department of Public Health, and the Department of Natural Resources and Parks shall receive
19 step increases as provided in the King County Merit Pay Plan.

20 **Section 8.3 Work Out of Class/Acting Assignment.** In the event an employee is assigned,
21 in writing, to perform duties of a higher classification for a period of one (1) work day or more,
22 he/she shall be paid for all time so assigned at the first pay step of the higher classification or at the
23 step which is the equivalent of two (2) steps (approximately five per cent-5%) more than the
24 employee's previous salary step, whichever is greater, but not to exceed the top step of the new
25 range. If the employee's former salary step includes an above-step-ten amount as a merit increase,
26 the out-of-class pay shall be based on the above-step-ten amount as long as the employee qualifies for
27 merit pay.

28 **Section 8.4. Request for Classification Review.** If there has been a gradual accretion or a
significant change in an employee's duties and responsibilities over a period of twelve (12) months or
longer, the employee or the division director may request a review of the classification by the Human

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3 Resources Director. An employee is not eligible to submit a reclassification request if it has been less
4 than twelve (12) months since the date of a previous classification determination for the position.
5 The Position Description Questionnaire (PDQ) shall be submitted to the employee's departmental
6 human resources manager for transmittal to the Human Resources Division of the Department of
7 Executive Services (DES). The departmental human resources manager shall transmit the PDQ as
8 soon as practical, but no more than sixty (60) calendar days after submission of the PDQ. Exception:
9 An employee who is assigned and compensated to perform the duties of a position in a higher
10 classification during a leave of absence of the regular incumbent in the position is not eligible to
11 submit a request for a classification review.

12 **Section 8.4.A Reclassification date.** If HRD determines that an employee should be
13 reclassified, the reclassification will be effective the first day of the next pay period after the date the
14 HRD received the PDQ.

15 **Section 8.4.B Classification Appeals.** If the employee or division manager disagrees
16 with the determination of HRD, the employee or manager may request a review by the HRD Director
17 or designee.

18 **Section 8.4.C Classification Dispute Resolution.** If the Union disagrees with the
19 classification decision of the HRD Director or designee, the Union may, within thirty (30) days of the
20 date of the HRD Director/designee's decision, submit the matter to a mutually acceptable neutral
21 third party. If the County and the Union are unable to agree on a neutral third party, an arbitrator will
22 be selected as provided in Article 13, Section 13.2. The third party will determine whether the
23 employee's position is appropriately classified, or if not, will determine the appropriate classification
24 for the position within the existing classification system. The third party will not have the authority
25 to establish new job classifications or modify an existing class specification. The decision of the
26 neutral will be binding on the parties.

27 **Section 8.4.D Classification Revisions.** If the County adopts revisions to any
28 classifications covered by this Agreement, the County will provide the Union with the proposed
revisions and an opportunity to bargain the effects of the revisions.

Section 8.5 Shift Differential. A shift differential of \$1.00 per hour for all hours worked

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3 shall apply to employees who work a regularly scheduled second shift or a regularly scheduled third
4 shift. Employees working alternative work schedules such as referenced in Article 10, Section 2, are
5 not eligible for shift differential unless their normal schedule is second or third shift.
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7 **Section 8.6 Cost of Living Adjustment**

8 A. Effective January 1, 2009, the salary in effect on December 31, 2008, for each
9 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
10 Cities, September to September Index. In no event shall such increase be less than a minimum of two
11 percent (2%) of the salary in effect on December 31, 2008, for each employee in the bargaining unit
12 nor greater than a maximum of six percent (6%). Should King County adopt a policy implementing a
13 new CPI Index impacting non-interest arbitration eligible employees, the Union shall be advised of
14 such revision, and if after bargaining regarding the revision, the Union wishes to adopt such revision,
15 it shall become part of the Labor Agreement.

16 B. Effective January 1, 2010, the salary in effect on December 31, 2009, for each
17 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
18 Cities, September to September Index. In no event shall such increase be less than a minimum of two
19 percent (2%) of the salary in effect on December 31, 2009, for each employee in the bargaining unit
20 nor greater than a maximum of six percent (6%).

21 C. Should King County adopt a policy implementing a new CPI Index impacting non-
22 interest arbitration eligible employees, the Union shall be advised of such revision, and if after
23 bargaining regarding the revision, the Union wishes to adopt such revision, it shall become part of the
24 Labor Agreement.

25 **Section 8.7 Payroll Period.** The County may implement a bi-weekly pay period for any
26 employees covered by this Agreement. The County agrees to provide at least sixty (60) days notice
27 to the affected employees and the Union. The County acknowledges its obligation to negotiate the
28 effects of such implementation if the Union requests.

Section 8.8 Professional Certification Premium. Employees in the classification of Safety
and Health Administrator IV who are required to hold the certification of Certified Safety
Professional or Certified Industrial Hygienist, and who perform work assignments for multiple

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3 County departments, shall receive a premium of seven and one-half per cent (7.5%) of regular pay for
4 all compensated hours.

5 **Section 8.9 Application of Pay Ranges as a Result of Collective Bargaining with Other**

6 **Unions.** Positions covered by this Agreement shall be compensated at the pay ranges as shown in
7 Addendum A (Administrative Support Employees) and Addendum B (Professional and Technical
8 Employees). The parties agree that should the County enter into any agreement with a union or
9 otherwise compensate employees in the classifications listed in Addendum A and Addendum B of
10 this Agreement at a higher salary range than that agreed upon for bargaining unit members covered
11 by this Agreement, the Agreement may be reopened by the parties for the purpose of negotiating the
12 application of the higher salary range for employees covered by this Agreement. The parties agree
13 that an award of higher compensation by an interest arbitrator is specifically excluded from the terms
14 of this Section.
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3 **ARTICLE 9: OVERTIME**

4 **Section 9.1 Overtime for Extra Hours.** All work performed over forty (40) hours in any
5 one (1) week or in excess of an overtime eligible employee’s scheduled work shift of at least eight (8)
6 hours in one (1) day shall be considered as overtime. Overtime eligible employees whose scheduled
7 shift is less than eight hours will receive straight-time pay for all work in excess of the shift up to
8 eight hours, and will receive overtime pay after eight (8) hours in one day
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10 **Section 9.1.1 Scheduled Day Off Overtime.** If an overtime eligible employee is
11 required to work on a scheduled day off, the employee will be paid at the overtime rate for time
12 worked in excess of forty (40) compensated hours in the work week.

13 **Section 9.1.2 Compensatory Time.** If the employee requests and the supervisor
14 approves, employees may be granted compensatory time at the rate of one and one-half times
15 overtime hours worked, in lieu of overtime pay. Employees may carry a maximum balance of 80
16 hours compensatory time. Compensatory time may be taken as paid time off, to be requested and
17 approved as for vacation leave. Employees may at any time request and receive a cash out of accrued
18 compensatory time.

19 **Section 9.2 Call Back.** A minimum of four (4) hours at overtime rate shall be allowed for
20 each call out of an overtime-eligible employee. Where such overtime exceeds four (4) hours, the
21 actual hours worked shall be allowed at overtime rates. Shift extensions do not constitute “call outs.”
22 Scheduled training shall not be considered “call out” when training is scheduled within one hour of
23 the beginning or end of the employee’s work shift. Employees shall be compensated for training only
24 for actual time spent in scheduled training.

25 **Section 9.3 Authorization of Overtime.** All overtime shall be authorized in advance by the
26 division manager or the employee’s supervisor, except in emergencies. With respect to emergency
27 situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging
28 in the work. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for
the individual.

Section 9.4 Minimum Standards Preserved. If any provision of this article conflicts with
minimum standards established by Federal or State law, then that provision shall be automatically

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3 amended to provide the minimum standards.

4 **Section 9.5 Standby Pay.** An overtime eligible employee assigned in writing standby status
5 shall receive ten per cent (10%) of the employee's base hourly rate of pay for each hour on standby.
6 An employee who is not assigned in writing to standby status shall not be required to respond to
7 cellular telephones, radios, or pagers during off-duty hours.

8 If an overtime-eligible employee who is not on standby accepts a work-related telephone call,
9 and as a result performs a minimum of eight (8) minutes of work, the employee will be paid for
10 fifteen (15) minutes at the overtime rate, or for the actual work time, whichever is greater. County
11 may request documentation of the timing and nature of the telephone call. It is understood that
12 employees who are not on call are not required to be available to respond to work-related calls during
13 their off-duty time.

14 **Section 9.6 Overtime Assignment.** When overtime work is necessary, supervisors and
15 managers will request volunteers from the qualified employees in the work group. If more
16 employees volunteer than are needed for overtime work, the overtime work will be assigned to the
17 most senior among the volunteers. If there are no volunteers or insufficient volunteers, overtime
18 work will be assigned to the least senior among the group of qualified employees, which may include
19 temporary employees.

20 **Section 9.7 Transportation Benefits.** The County maintains a program of transportation
21 benefits, including a free ride home program. If the County decides to discontinue or modify the free
22 ride home program during the term of this Agreement, the County will provide notice to the Union
23 and an opportunity to bargain the effects.

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3 **ARTICLE 10: HOURS OF WORK**
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5 **Section 10.1 Workweek.** The standard work week shall consist of between thirty five (35)
6 to forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods.

7 Any employee shall be given the opportunity to work a 35 or 40 hour work schedule and the
8 employer shall grant such a request provided that the employee choice does not adversely impact the
9 operation of the department or the job security of other departmental (bargaining unit) employees.

10 Any bargaining unit member who is on a 35 hour workweek prior to date of ratification may
11 decline the employer's request for a scheduled 40 hour work week. It is understood that the
12 employer may request employees to work in excess of the regularly scheduled hours on a temporary
13 basis.

14 Any vacant position may be posted as a thirty-five (35) or forty (40) hour scheduled position.

15 **Section 10.2 Workday.** Generally, the working hours of each day shift shall be between
16 6:00 a.m. and 7:00 p.m. unless the operational needs of the department or of the particular assignment
17 dictate otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule
18 which may be requested by employees. The establishment of reasonable work schedules is vested
19 within the purview of the department management and may be changed from time to time; provided,
20 that a two (2) week notice is given to all affected employees, except in exigent circumstances.

21 Requests for work schedules will not be unreasonably rescinded or denied. The County agrees to
22 make a good faith effort to accommodate employees' requests for alternative work schedules/flex
23 time, consistent with efficient and effective County operations.

24 **Section 10.3 Telecommuting.** Where the County and the Union on behalf of an employee
25 are mutually agreeable to a telecommuting arrangement, the parties shall meet and document the
26 terms of such agreement. Such arrangements shall be in accordance with King County
27 Administrative Policy on Telecommuting, PER 18-4 (AEP), effective October 15, 2001, and will be
28 approved when in the best interests of the County and the employee.

Section 10.4 Paid Rest Periods. Hourly employees covered by this Agreement shall be
provided with one paid, fifteen (15)-minute rest period during each half of their regularly scheduled
full-time workday; or one paid fifteen (15)-minute break for a work day of five (5) hours or less. If

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3 the employee is unable to take the rest period due to work requirements the employee will be paid at
4 the overtime rate for the missed rest period time.

5 **Section 10.5 Unpaid Meal Period.** Hourly employees covered by this Agreement shall be
6 provided with an unpaid meal time of at least one-half (1/2) hour but not more than one (1) hour
7 during each work shift that exceeds five (5) hours. Meal periods shall be on paid time when the
8 employee is required by the employer to remain on duty on the premises or at a prescribed work site
9 in the interest of the employer.

10 **Section 10.6 Preservation of Designation.** An employee who elected to be designated as
11 hourly (by exercise of the one-time option provided in the 2001-2003 Agreement Between King
12 County and the Union Bargaining Coalition Regarding Professional and Technical
13 Classification/Compensation to retain a 35-hour work week) is entitled to retain the hourly status
14 (and 35-hour work week if the position is reallocated to a different job class, and the employee
15 remains the incumbent in the reallocated position. An employee who has elected to retain the hourly
16 designation may retain the elected designation and work week when transferred at the County's
17 initiative into a different, FLSA-exempt position. An employee who takes a different position as a
18 result of bumping or reduction in force may be allowed at management's discretion to retain an
19 hourly election.
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ARTICLE 11: MEDICAL, DENTAL & LIFE INSURANCE

The County will provide a medical, dental and life insurance plan for all benefit eligible employees; such plans, including any changes thereto, to be as negotiated by the County and the Union through the Joint Labor-Management Insurance Committee.

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3 **ARTICLE 12: MISCELLANEOUS**
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5 **Section 12.1 Union Leave.** An employee elected or appointed to office in the Union which
6 requires a part or all of their time shall be given leave of absence up to one (1) year without pay upon
7 application.

8 **Section 12.2 Reimbursement for Personal Transportation.** All employees who have been
9 authorized to use their own transportation on County business shall be reimbursed at the rate
10 established through Ordinance by the County Council.

11 **Section 12.3 Bulletin Boards and Use of Equipment.** The employer agrees to permit the
12 Union shop stewards and business representatives to post on County bulletin boards the
13 announcement of meetings, election of officers, and any other Union material, providing there is
14 sufficient space, beyond what is required by the County for “normal” business operations.

15 Union shop stewards and business representatives shall be allowed to post electronic mail
16 notices on the County system if the notices meet the same requirements listed above. In addition,
17 such representatives may use the County electronic mail system for communications related to
18 contract administration. In no circumstances shall use of the County equipment interfere with County
19 operations.

20 **Section 12.4 Union Access.** Authorized representatives of the Union may have reasonable
21 access to its members in County facilities for transmittal of information or representation purposes
22 before work, after work, during lunch breaks, or other regular breaks, or at any reasonable time as
23 long as the work of the County employees and services to the public are unimpaired. Prior to
24 contacting members in County facilities, such authorized agents shall make arrangements with the
25 Division Manager.

26 **Section 12.5 Safety and Health.** The County agrees to comply with all applicable Federal,
27 State and local laws and regulations regarding health and safety. In the event an employee discovers
28 or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees
will not be disciplined for reporting unsafe conditions. If the Employer determines that there is an
unsafe condition, it will be remedied immediately. No employee shall be required to use equipment
which is not in a safe condition, or to work in an unsafe environment.

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3 **Section 12.6 Bus Pass.** The County agrees to maintain the current bus pass benefit for
4 eligible employees for the life of this Agreement.

5 **Section 12.7 Job-Related Training.** The County will pay all fees and travel expenses for
6 required job-related training. Employees will be on paid work time when attending training required
7 by management.

8 **Section 12.8 Personnel Records.** The County will maintain one official personnel file for
9 each employee. The personnel file shall contain official documents of employment, promotions,
10 discipline and other personnel and career-related records of the employee.

11 **12.8.A. Employee Access.** The employee may examine the employee's personnel
12 file. Employees upon request may receive one copy from their personnel file copied at no cost.
13 Material relating to job performance or personal character will be provided to the employee prior to
14 placement in the personnel file. The employee may challenge the propriety of including it in the file,
15 and/or submit the employee's own documentation to be attached to the challenged material.
16 Employees may request to have materials that reflect favorably on their performance or character
17 included in their personnel file.

18 **12.8.B. Disclosure.** Personnel records shall not be disclosed except to persons
19 authorized under County policies, or as provided by law. An employee whose personnel file or
20 personnel data is subject to a public disclosure demand will be notified of the demand on a timely
21 basis, as provided in the King County Personnel Records Management Guidelines.
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3 **ARTICLE 13: GRIEVANCE PROCEDURE**
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5 King County recognizes the importance and desirability of settling grievances promptly and
6 fairly in the interest of continued good employee relations and morale and to this end the following
7 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
8 possible level of supervision.

9 Employees shall be unimpeded and free from restraint, interference, coercion, discrimination
10 or reprisal in seeking adjudication of their grievance.

11 **Section 13.1 Definition.**

12 Grievance - A grievance shall be defined as an alleged violation of any of the express terms of
13 this Agreement, except that verbal or written reprimands, and grievances under Article 14 (EEO) are
14 not subject to Step 5 of the grievance procedure.

15 Other matters may arise in the course of employment that do not meet the above definition of
16 a grievance. Employees are encouraged to discuss their concerns or potential problems informally
17 with supervisors and/or managers. Union representatives may participate in such discussions if
18 requested by the employee.

19 Probationary, term-limited, part-time and temporary employees shall not have the right to
20 pursue grievances over terminations of employment but shall be able to pursue grievances as
21 otherwise provided in this Section.

22 **Section 13.2 Procedure.**

23 **Step 1.** A grievance shall be presented in writing by the aggrieved employee (and
24 representative, if the employee wishes) within twenty (20) working days of the occurrence or
25 knowledge of such grievance, to the employee's immediate supervisor. The grievance statement
26 shall include the date(s) of the alleged violation, the Article and Section of this Agreement believed
27 to be violated, and the requested remedy. The supervisor shall gain all relevant facts and shall
28 attempt to adjust the matter and respond in writing to the employee within twenty (20) working days.
If a supervisor fails to so issue, the Union may proceed to Step 2 of this grievance procedure. If a
grievance is not pursued to the next higher level within ten (10) working days after the supervisor's
response, it shall be presumed resolved.

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4 **Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has
5 not been satisfactorily resolved the written grievance shall then be presented to the division manager
6 for investigation, discussion and written reply. The division manager or designee shall make a
7 written decision available to the aggrieved employee within ten (10) working days after receipt of the
8 written grievance statement. If a supervisor fails to so issue, the Union may proceed to Step 3 of this
9 grievance procedure. If the grievance is not pursued to the next higher level within ten (10) working
10 days following the division manager's or designee's response, it shall be presumed resolved.

11 **Step 3.** If, after thorough evaluation, the decision of the division manager has not
12 resolved the grievance to the satisfaction of the parties the grievance may be presented in writing to
13 the department director or his/her designee. All letters, memoranda, and other written materials shall
14 be made available for the review and consideration of the department director or his/her designee.
15 The director or designee may interview the employee and/or representative and receive any additional
16 related evidence which may be deemed pertinent to the grievance. The director or designee shall
17 make a written decision available within ten (10) working days after submission to Step 3. If a
18 supervisor fails to so issue, the Union may proceed to Step 4 of this grievance procedure. If the
19 grievance is not pursued to the next higher level within ten (10) working days after the department
20 director or designee's response, it shall be presumed resolved.

21 **Step 4.** If, after thorough evaluation, the decision of the department director or
22 designee has not resolved the grievance to the satisfaction of the employee, the grievance may be
23 presented to the Director of the Human Resources Division (HRD), Department of Executive
24 Services or his/her designee for review. The HRD Director may request information in addition to
25 that in the grievance file, and shall determine the scope and method of review. The HRD Director or
26 his/her designee shall render a decision within ten (10) working days of his/her receipt of the
27 grievance file. If the HRD Director fails to so issue, the Union may proceed to Step 5 of this
28 grievance procedure.

Step 5. Either signatory party may request arbitration within thirty (30) calendar days
of the conclusion of Step 4. A request for arbitration must be submitted in writing to the King
County Labor Relations Manager or designee, or to the Union representative if the County requests

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3 arbitration. The arbitration request must specify:

- 4 a) Identification of section(s) of Agreement allegedly violated;
- 5 b) Details or nature of the violation;
- 6 c) Position of party who is referring the grievance to arbitration;
- 7 d) Questions which the arbitrator is being asked to decide; and
- 8 e) Remedy sought.

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10 The parties shall then select a third disinterested party to serve as an arbitrator. In the event
11 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
12 panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or another
13 agency if the parties agree. The arbitrator will be selected from the list by both the County
14 representative and the Union, each alternately striking a name from the list until only one name
15 remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
16 shall be final and binding on both parties.

17 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
18 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
19 in reaching a decision.

20 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
21 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
22 behalf. Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal
23 representation.

24 No matter may be arbitrated which the County by law has no authority over, has no authority
25 to change, or has been delegated to any civil services commission or personnel board as defined in
26 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

27 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

28 **Section 13.3 Just Cause Standard.** The Employer shall not discharge, suspend, nor
otherwise discipline a career service employee for other than just cause. Copies of all warning
notices, suspensions and discharges shall be forwarded to the Union when issued to the employee.
All disciplinary letters shall notify the employee of their appeal rights through this grievance

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3 procedure and the time frame for initiating a grievance.

4 **Section 13.4 Union Representation.** In the event the Employer requires an employee to
5 attend a meeting for purposes of questioning an employee with respect to an incident which may lead
6 to termination of that employee, the employee shall be advised of his/her right to be accompanied by
7 a representative of the Union and if the employee desires Union representation in said matter, he/she
8 shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union
9 representation.

10 **Section 13.5 Extension of Timeframes.** The parties may extend the above described
11 deadlines in writing by mutual agreement of the parties.

12 **Section 13.6 Election of Remedies.** A career service employee who is covered by this
13 Agreement has access either to the grievance procedure herein, or the grievance procedure contained
14 in the King County Personnel Guidelines. Selection of one procedure will preclude access to the
15 other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedure
16 set forth in the Personnel Guidelines or at the conclusion of Step 2 of the grievance procedure in
17 Article 13. The employee's selection is final.

18 **Section 13.7 Expedited Arbitration.** If both parties agree, the arbitration may be expedited.
19 If one party desires expedited arbitration, the other party will not unreasonably withhold its consent.
20 In conducting an expedited arbitration, the parties shall select an arbitrator and schedule the
21 arbitration for a date no later than thirty (30) days after the issue is submitted to arbitration. The
22 parties will not submit post-hearing briefs, and the arbitrator will be asked to issue a bench decision,
23 but in any event will be required to issue a decision within seven (7) days of the close of the hearing.

24 **Section 13.8 Mediation.** At any step after Step 2 of this procedure, the parties may agree to
25 request the assistance of a mutually acceptable neutral third party to serve as a mediator. This shall
26 not preclude either party from submitting the matter to arbitration as specified in Step 5. If no
27 arbitration request has been submitted prior to mediation, either party may request arbitration within
28 thirty (30) days after the mediator or one of the parties declares impasse.

Section 13.9 Union Right and Responsibility To Process Grievances. The Union shall not
be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to

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the processing, disposition and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Union shall be the exclusive representative of the employee.

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ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper subject for adjudication under the grievance arbitration procedure of Article 13 of this Agreement. Grievances involving allegations of discrimination that are not resolved through the grievance procedure of Article 13 may be referred by the grievant to the appropriate government agency.

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ARTICLE 15: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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3 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**
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5 **Section 16.1 No Strike, Work Stoppage or Slowdown.** The Employer and the Union agree
6 that the public interest requires efficient and uninterrupted performance of all County services and to
7 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
8 Specifically, the Union shall not cause or condone any work stoppage, including any strike,
9 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not
10 bona fide, or other interference with County functions by employees under this Agreement and
11 should same occur, the Union agrees to take appropriate steps to end such interference. Any
12 concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of
13 the above activities have occurred.

14 **Section 16.2 Union Obligation.** Upon notification in writing by the County to the Union
15 that any of its members are engaged in a work stoppage, the Union shall immediately, in writing,
16 order such members to immediately cease engaging in such work stoppage and provide the County
17 with a copy of such order. In addition, if requested by the County, a responsible official of the Union
18 shall publicly order such Union employees to cease engaging in such a work stoppage.

19 **Section 16.3 Consequences To Employee.** Any employee participating in such work
20 stoppage or in other ways committing an act prohibited in this article shall be considered absent
21 without leave. The County may consider such absence a resignation. Such employees are also
22 subject to discharge, suspension, or other disciplinary action.
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ARTICLE 17: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

All letters, agreements and understandings in effect prior to the effective date of this contract are deemed null and void with the effective date of this contract.

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3 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS**
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5 **Section 18.1 Seniority Definition.** Seniority for all employees in regular, career service
6 positions as of the date of ratification is defined as total length of service in regular career service
7 positions with King County including any service with the Municipality of Metropolitan Seattle. For
8 purposes of layoff, bumping, and recall, the identification of affected employees shall be made on a
9 case by case basis with seniority as the primary consideration as well as ability, skill, and experience
10 in the job classification/position. For employees hired or transferred into positions covered by this
11 Agreement after the date of ratification, seniority is defined as the total length of service in regular
12 career service positions within the Administrative Support Employees, Professional and Technical
13 Employees bargaining unit.

14 **Section 18.2 Probation Period, Temporary Service and Seniority Date.** A new employee
15 shall be entitled to seniority when such employee has completed a probationary period of at least six
16 (6) months with the County. Upon completion of the probationary period, the employee's seniority
17 date shall be as provided in this Section and Section 18.1. Temporary employees and term-limited
18 temporary employees as defined in the King County Code (KCC 3.12.010) do not obtain seniority
19 until such time as they are hired on a regular full-time or regular part-time basis.

20 **A.** When an employee has previously accrued seniority in a career service position in
21 the bargaining unit, but is on probation in another position in the bargaining unit on the effective date
22 of a layoff, the seniority accrued in the previous position will apply for purposes of layoff, bumping
23 and recall.

24 **B.** For employees in short term or term-limited temporary appointments in positions
25 covered by this Agreement, who are appointed to a regular position without a break in service, upon
26 successful completion of probation the seniority date shall be the first day of employment in the
27 temporary position. In addition, an employee who has served as a term-limited temporary employee
28 and who is subsequently appointed to a regular career service position in the same department and
division within sixty (60) days of the employee's last day of service as a term-limited temporary
employee will have as seniority date the first day of employment in the term-limited temporary
position, provided that the employee requests such seniority date within six (6) months of

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3 commencing service as a regular employee.

4 **Section 18.3 Loss of Seniority.** Seniority rights shall be forfeited if the employee is
5 discharged for just cause or if the employee resigns employment with the County, or if the employee
6 is on a leave of absence in excess of two (2) years in accordance with Article 7, Section 8.

7 **Section 18.4 Elimination of Positions.** The County agrees to notify the Union and the
8 affected employee in writing at least six (6) weeks in advance of any position anticipated to be
9 eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to
10 Section 1 of this Article. Such notice of layoff shall include the name, classification and seniority
11 date of all such employees whose positions are scheduled to be eliminated. Following the
12 consideration of other options as described below, and the exercise of bumping options as provided in
13 this Article, the affected employees will receive the final notice of layoff not less than thirty (30) days
14 before the effective date. Prior to laying off any employees, management shall consider the
15 following options for the impacted employee(s):

16 A. Voluntary layoff

17 B. Voluntary retirement - pursuant to the rules of the Public Employment Retirement
18 System.

19 C. Any other voluntary programs such as job sharing, limited hours, etc.

20 **Section 18.5 Placement.** The County will endeavor to place in other positions throughout
21 the County those employees who are laid off. Employees who are eligible will receive referral,
22 placement, and other services provided by the King County Career Support Services Program.

23 **Section 18.6 Bumping.** Employees who are identified for layoff by actual layoff notice, or
24 notice of a reduction of work hours, must within three (3) work days after the employee receives such
25 notice notify the County of their intention to bump into another position within the bargaining unit,
26 provided such an option is available.

27 **Section 18.6.1 Eligibility to Bump.** After receiving the layoff or reduction notice,
28 employees may displace (bump) another employee within the employee's layoff group as defined in
Section 18.7 below, if they meet all of the following criteria:

 A. The laid off employee may bump the least senior employee in the layoff

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4 group who holds a position for which the laid off employee is qualified in the job classification series
5 from which the employee is laid off, provided the employee to be bumped has less seniority than the
6 employee who elects to bump; and

7 **B.** The job classification of the employee to be bumped is at a pay range equal
8 to or lower than the employee who elects to bump; and

9 **C.** The employee electing to bump has the skill, ability and experience
10 required to perform the work of the job classification/position pursuant to Section 1 of this Article.

11 **D.** Identification of bumping options will begin with the classification from
12 which the employee is laid off, and proceed to the next lower level if no option is available. If no
13 bumping option is available within the laid off employee's classification series, the employee may
14 bump the least senior employee in another classification (or lower classification in the series) covered
15 by this Agreement in the layoff group who holds a position for which the laid off employee is
16 qualified, provided that

17 1. The laid off employee completed a probationary period in the
18 classification; and

19 2. The employee to be bumped has less seniority than the employee
20 who elects to bump; and

21 3. The job classification of the employee to be bumped is at a pay
22 range equal to or lower than the employee who elects to bump; and

23 4. The employee electing to bump has the skill, ability and experience
24 required to perform the work of the job classification/position pursuant to Section 1 of this Article.

25 **Section 18.6.2 Bumping Procedure.** The Employer will identify the position or
26 positions into which a laid off employee is qualified to bump. It shall be the right of Management to
27 determine if an employee has the skill, ability and experience required to bump into a position as
28 stated in Article 19, Section 19.3.

A. An objection to a determination by Management that an employee does not
have the requisite skill, ability and experience shall be initiated at Step 2 of the grievance procedure
set forth in Article 13 of this Agreement. The employee who raises such objection through the

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3 grievance procedure must participate in a skills assessment by the Career Support Services program.
4 The skills assessment will be considered by the Division Director or designee who adjudicates the
5 employee's grievance.
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7 **B.** If more than one laid-off employee is eligible to bump into a position, the
8 most senior among the laid off employees will have priority.

9 **C.** Nothing in this Article shall be construed as a requirement by a laid-off
10 employee to displace another employee. Exercise of the bumping option shall be voluntary.

11 **D.** An employee who is notified of a bumping option must accept or decline
12 the option within five (5) work days of being notified. If the employee does not respond within the
13 five days, the Employer will consider that the employee has declined to bump. The employee will be
14 advised of the five (5) day response requirement when notified of the bumping option.

15 **Section 18.7 Layoff Groups.** For purposes of administering this Article, the following are
16 the layoff groups in which an employee may exercise bumping rights:

17 Layoff groups within the Department of Executive Services:

- 18 • Finance and Business Operations Division;
- 19 • Human Resources Division;
- 20 • Office of Risk Management
- 21 • Records, and Licensing Services Division;
- 22 • Elections;
- 23 • Facilities Management Division.

24 The layoff group is the Department for the following:

- 25 • Department of Natural Resources and Parks
- 26 • Department of Transportation
- 27 • Department of Public Health.

28 A separate layoff group exists for:

- Office of Information Resources Management.

Section 18.8 Bumping of Temporary Employees. A regular employee may bump a term-
limited temporary employee in a bargaining unit position within the layoff group, or may accept

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3 appointment into a vacant term-limited position in the bargaining unit, provided the regular employee
4 meets the qualifications of the position. The placement of a regular employee into a term-limited
5 position shall not convert such position to a regular, career service position; however, at the
6 conclusion of the term-limited appointment, such regular employee shall be entitled to all benefits of
7 any other regular employee subject to layoff, as provided in this Article. The employee will continue
8 to accrue seniority while in the term-limited position.
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10 **Section 18.9 Recall.** All bargaining unit employees who are laid off, whose hours of work
11 are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited
12 temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job
13 classification held at the time of layoff shall be by seniority pursuant to Section 1 and Section 2 of
14 this Article. A laid off employee may be involuntarily removed from the recall list after the
15 expiration of two (2) years from the date of layoff, or if the employee does not accept re-employment
16 within the bargaining unit in a similar position/job classification, except for bona fide reasons.
17 Refusal to accept re-employment in a position with a lower salary range or with fewer working hours
18 than the employee held at the time of layoff shall not be cause for removal from the recall list.
19 Employees who are eligible for recall may accept a temporary or term-limited position without
20 jeopardy to their recall rights.

21 The Human Resources Division (HRD) of the Department of Executive Services shall adhere
22 to the procedures to the County's Workforce Management Plan, except as otherwise provided in this
23 Agreement, regarding the placement of laid off employees to positions within the bargaining unit.
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3 **ARTICLE 19: POSITION OPENINGS AND JOB BIDDING**
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5 **Section 19.1 Priority Job Bidding.** Prior to the initiation of any open competitive process to
6 fill a vacant bargaining unit position (including term-limited temporary position), the County shall
7 post a notice of the vacancy to all career service members of the bargaining unit. Any non-
8 probationary, career service member of the bargaining unit shall be given the opportunity to compete
9 for the vacant position.

10 **Section 19.1.1** Those employees shall be the first group of candidates to be
11 considered for competitive appointment to the vacancy (non-competitive appointments are listed as
12 A. through C. in Section 19.1.2 below). The appointment will be made on the basis of qualification,
13 skill, ability, and seniority of those who are in competition for the vacancy. Should none of the
14 bargaining unit career service candidates have the qualification, skill, and ability to perform the job,
15 the vacancy shall then be open to other non-probationary County employees in accordance with the
16 King County Workforce Management Plan.

17 **Section 19.1.2** Vacant bargaining unit career service positions shall be filled
18 according to the following priority order for appointments:

19 **A.** a qualified, career service bargaining unit member eligible for reassignment
20 within the same job classification for disability accommodation; or a qualified, career service
21 bargaining unit member on the layoff recall list for the same job classification, as provided in Article
22 18.9 of this Agreement. When there is a reassignment candidate and a layoff recall candidate
23 available for appointment to the same position, the most senior (as defined in Article 18, Section 1)
24 will have priority;

25 **B.** a qualified, career service bargaining unit member eligible for reassignment
26 for disability accommodation in a different job classification;

27 **C.** other qualified King County employee eligible for reassignment for
28 disability accommodation;

D. competitive bargaining unit candidates pursuant to Section 1 of this Article;

E. other King County employees eligible for recall or placement, in
accordance with King County Workforce Management Plan or other applicable County policies;

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F. open competitive candidates.

Section 19.2 Probationary Trial Period for Promotion and Reversion Rights. Promoted employees who do not successfully complete their probationary period in the new position shall have the right to return to the job previously held if still vacant and available. If the position previously held is not available, the County will make a good faith effort to place the employee in an equivalent bargaining unit position for which the employee is qualified. If no such position is available, the employee may elect to be placed on the recall list for the former classification, as provided in Article 18.9 of this Agreement.

Section 19.3 Standards for Skill and Ability. It shall be the right of Management to make the determination of employee qualification, skill, and ability called for in this Article and Article 18, and such determination shall be made on a reasonable basis.

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3 **ARTICLE 20: DURATION**
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5 This Agreement and each of its provisions shall be in full force and effect when ratified by the
6 parties unless a different effective date is specified, and covers the period of January 1, 2009, through
7 December 31, 2010. Written notice to begin negotiations for a successor to this Agreement shall be
8 served by either party upon the other at least sixty (60) days prior to the expiration date; provided that
9 the parties expressly agree to commence negotiations with respect to the Professional and Technical
10 employees bargaining unit no later than July 1, 2010.
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13 **APPROVED** this _____ day of _____, 2009.
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17 By: _____
18 King County Executive
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25 Tracey A. Thompson
26 Secretary-Treasurer
27 Teamsters Local Union No. 117
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**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
Master List ***

Class Code	MSA Code	People Soft Code	Classification Title	Range**
4200100	8385	421104	Administrative Office Assistant	29
4201100	8386	421207	Administrative Specialist I	33
4201200	8387	421311	Administrative Specialist II	37
4201300	8388	421405	Administrative Specialist III	41
4201400	8389	421504	Administrative Specialist IV	46
4300100	8401	431202	Customer Service Specialist I	32
4300200	8402	431303	Customer Service Specialist II	36
4300300	8403	431403	Customer Service Specialist III	40
4300400	8404	431502	Customer Service Specialist IV	45
4101100	8378	411104	Fiscal Specialist I	34
4101200	8379	411206	Fiscal Specialist II	38
4101300	8380	411304	Fiscal Specialist III	42
4101400	8381	411403	Fiscal Specialist IV	47
4400100	8405	441105	Technical Information Processing Specialist I	32
4400200	8406	441210	Technical Information Processing Specialist II	36
4400300	8407	441305	Technical Information Processing Specialist III	40
4400400	8408	441405	Technical Information Processing Specialist IV	45

* Job titles covered by this agreement are within the departments and divisions indicated on the following pages. Excluded: supervisory employees, confidential employees, and employees represented by another labor organization.

** For rates, please refer to the King County Squared Salary Table.

**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees**

Department of Executive Services

Facilities Management Division

Job Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III
Technical Information Processing Specialist IV

**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees**

Department of Executive Services

Finance and Business Operations Division

Job Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Services Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III
Technical Information Processing Specialist IV

**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees**

Department of Executive Services

Human Resources Division

Classification
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Services Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees**

Department of Executive Services

***Records and Licensing Services Division
Office of Elections***

Job Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Services Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III
Technical Information Processing Specialist IV

**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees**

Department of Natural Resources and Parks

Solid Waste and Water and Land Resources Divisions

Job Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III
Technical Information Processing Specialist IV

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees

Department of Natural Resources and Parks

Parks Division

Job Title
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees

Department of Public Health

Human Resources Section

Classification
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

**Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees**

Department of Transportation

Airport, Road Services and Fleet Administration Divisions

Job Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Services Specialist IV
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III
Technical Information Processing Specialist IV

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Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Master List *

Class Code	MSA Code	People Soft Code	Classification Title	Range**
2110200	8151	211203	Accountant	52
2110100	8150	211102	Accountant, Assistant	46
2110300	8152	211303	Accountant, Senior	56
2810100	8289	281208	Administrator I	50
2810200	8290	281303	Administrator II	56
7320200	8786	734506	Applications Developer, Journey	60
7320400	8788	734706	Applications Developer, Master	70
7320300	8787	734606	Applications Developer, Senior	65
2240100	8191	224102	Assistant Archivist	48
2131100	8161	214105	Business and Finance Officer I	53
2131200	8162	214205	Business and Finance Officer II	58
2131300	8163	214303	Business and Finance Officer III	62
2131400	8164	214403	Business and Finance Officer IV	67
2214200	8105	224802	Buyer	54
2214100	8104	224702	Buyer, Assistant	49
2214400	8107	225002	Buyer, Lead Senior	64
2214300	8106	224902	Buyer, Senior	59
2333100	8759	233602	Claims Administrator	50
2330200	8220	233203	Claims Officer	52
2332100	8760	233502	Claims Officer II	57
2501100	8253	252102	Communications Specialist I	51
2501200	8254	252207	Communications Specialist II	54
2501300	8255	252303	Communications Specialist III	58
2501400	8256	252403	Communications Specialist IV	64
7300100	8540	731101	Computer Operator	41
7300200	8541	731201	Computer Operator Specialist	43
7300300	8542	731302	Computer Operator, Supervisor	56
7301100	8543	731402	Data Control Specialist	43
7301300	N/A	737200	Data Control Specialist, Senior	48
7301200	8544	731502	Data Control Supervisor	53
7321200	8789	734806	Database Administrator, Journey	62
7321400	8791	735006	Database Administrator, Master	72
7321300	8790	734906	Database Administrator, Senior	67
7319200	8783	734206	Database Specialist, Journey	55
7319400	8785	734406	Database Specialist, Master	65
7319300	8784	734306	Database Specialist, Senior	60
7310200	8591	731006	Desktop Support Specialist, Journey	51
7310300	8594	731606	Desktop Support Specialist, Senior	56
2251100	8203	226204	Educator Consultant I	54
2251200	8204	226303	Educator Consultant II	58
7315200	8778	733706	EMail Administrator, Journey	56
7315300	8779	733806	EMail Administrator, Senior	61
7521100	8562	752502	Environmental Specialist I	47
8305100	8625	835102	Fire and Life Safety Technician	44
7322100	8792	735106	GIS Specialist, Entry	55
7322200	8793	735206	GIS Specialist, Journey	60
7322400	8795	735406	GIS Specialist, Master	70
7322300	8794	735306	GIS Specialist, Senior	65
2311200	8211	231204	Human Resource Analyst	57
2311300	8212	231304	Human Resource Analyst, Senior	62
2311100	8210	231103	Human Resource Associate	51

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Master List *

Class Code	MSA Code	People Soft Code	Classification Title	Range**
7330100	8956	736106	IT Project Administrator, Journey	58
7330200	8957	736206	IT Project Administrator, Senior	63
7331100	8958	736306	IT Project Manager I	67
7331200	8959	736406	IT Project Manager II	72
7332100	8073	736603	IT Supervisor I	72
7323100	8796	735506	IT Systems Specialist, Entry	51
7323200	8797	735606	IT Systems Specialist, Journey	56
7323400	8799	735806	IT Systems Specialist, Master	66
7323300	8798	735706	IT Systems Specialist, Senior	61
7324100	8800	735906	IT Technical Trainer	55
7325100	8949	736006	IT Technical Writer	53
7311200	8607	731706	LAN Administrator, Journey	56
7311400	8686	731906	LAN Administrator, Master	66
7311300	8648	731806	LAN Administrator, Senior	61
2444100	8248	243803	Maintenance Planner Scheduler	58
7312400	8767	732606	Network Architect	72
2252300	8208	226703	Occupational Education and Training Program Administrator	58
2252400	8209	226801	Occupational Education and Training Program Administrator-Senior	63
5314100	8455	532301	Permit Technician	43
2441100	8242	243108	Project/Program Manager I	53
2441200	8243	243214	Project/Program Manager II	58
2441300	8244	243304	Project/Program Manager III	63
2441400	8245	243407	Project/Program Manager IV	68
2634100	8021	264804	Real Property Agent I	51
2634200	8022	264904	Real Property Agent II	55
2634300	8023	265004	Real Property Agent III	61
2634400	8024	265104	Real Property Agent IV	67
2634500	8025	265204	Real Property Agent Supervisor	71
2244100	8200	225401	Records Center Technician	36
2243100	8199	225302	Records Management Specialist	46
2334400	8226	234406	Safety and Health Administrator IV	62
7313400	8775	732906	Systems Architect	72
7313200	8768	732706	Systems Engineer, Journey	62
7313300	8769	732806	Systems Engineer, Senior	67
7314200	8776	733006	Telecommunications Specialist, Journey	59
7314300	8777	733606	Telecommunications Specialist, Senior	64
2430100	8237	242103	Water Quality Planner/Project Manager I	53
2430200	8238	242202	Water Quality Planner/Project Manager II	58
2430300	8239	242303	Water Quality Planner/Project Manager III	63
2430400	8240	242401	Water Quality Planner/Project Manager IV	68
7316200	8780	733906	Website Developer, Journey	58
7316400	8782	734106	Website Developer, Master	68
7316300	8781	734006	Website Developer, Senior	63

* Job titles covered by this agreement are within the departments and divisions indicated on the following pages.
Excluded: supervisory employees, confidential employees, and employees represented by another labor organization.

** For rates, please refer to the King County Squared Salary Table.

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Adult and Juvenile Detention

Administrative Services*

Job Title
Human Resource Associate
Human Resource Analyst

* Certain employees are excluded.

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Executive Services

Facilities Management Division

Job Title
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Real Property Agent I
Real Property Agent II
Real Property Agent III
Real Property Agent IV
Real Property Agent Supervisor

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Executive Services

Finance and Business Operations Division

Job Title
Accountant
Accountant, Assistant
Accountant, Senior
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Buyer
Buyer, Assistant
Buyer, Lead Senior
Buyer, Senior
Educator Consultant I
Educator Consultant II
Human Resource Associate
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

**Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Executive Services
Human Resources Division**

Job Title
Applications Developer, Journey
Applications Developer, Master
Applications Developer, Senior
Claims Officer
Claims Officer II
Communications Specialist I
Communications Specialist II
Communications Specialist III
Database Administrator, Journey
Database Administrator, Master
Database Administrator, Senior
Database Specialist, Journey
Database Specialist, Master
Database Specialist, Senior
Desktop Support Specialist, Journey
Desktop Support Specialist, Senior
Educator Consultant I
Educator Consultant II
Email Administrator, Journey
Email Administrator, Senior
Fire and Life Safety Technician
GIS Specialist, Entry
GIS Specialist, Journey
GIS Specialist, Master
GIS Specialist, Senior
Human Resource Analyst

Job Title
Human Resource Analyst, Senior
Human Resource Associate
IT Project Administrator, Journey
IT Project Administrator, Senior
IT Project Manager I
IT Project Manager II
IT Systems Specialist, Entry
IT Systems Specialist, Journey
IT Systems Specialist, Master
IT Systems Specialist, Senior
IT Technical Writer
IT Trainer
LAN Administrator, Journey
LAN Administrator, Master
LAN Administrator, Senior
Occupational Education and Training Program Administrator
Occupational Education and Training Program Administrator, Senior
Safety and Health Administrator IV
Systems Architect
Systems Engineer, Journey
Systems Engineer, Senior
Telecommunications Specialist, Journey
Telecommunications Specialist, Senior
Web Developer, Journey
Web Developer, Master
Web Developer, Senior

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Executive Services

Records and Licensing Services Division
Office of Elections

Job Title
Administrator I *
Assistant Archivist
Computer Operator
Computer Operator Specialist
Records Center Technician
Records Management Specialist

* Office of Elections

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Natural Resources and Parks

Administration

Job Title
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Natural Resources and Parks

Parks Division

Job Title
Human Resource Analyst

**Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Natural Resources and Parks**

Solid Waste Division

Job Title
Accountant
Accountant, Assistant
Accountant, Senior
Administrator I
Administrator II
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Human Resource Analyst
Human Resource Associate
Maintenance Planner Scheduler
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Natural Resources and Parks

Wastewater Treatment Division

Job Title
Human Resource Associate
Human Resource Analyst

**Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Natural Resources and Parks
Water and Land Resources Division**

Job Title
Accountant
Applications Developer, Journey
Applications Developer, Master
Applications Developer, Senior
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Database Administrator, Journey
Database Administrator, Master
Database Administrator, Senior
Database Specialist, Journey
Database Specialist, Master
Database Specialist, Senior
Desktop Support Specialist, Journey
Desktop Support Specialist, Senior
Educator Consultant I
Educator Consultant II
Email Administrator, Journey
Email Administrator, Senior
Environmental Specialist I
GIS Specialist, Entry
GIS Specialist, Journey
GIS Specialist, Master
GIS Specialist, Senior

Job Title
IT Project Administrator, Journey
IT Project Administrator, Senior
IT Project Manager I
IT Project Manager II
IT Systems Specialist, Entry
IT Systems Specialist, Journey
IT Systems Specialist, Master
IT Systems Specialist, Senior
IT Technical Trainer
IT Technical Writer
LAN Administrator, Journey
LAN Administrator, Master
LAN Administrator, Senior
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Systems Architect
Systems Engineer, Journey
Systems Engineer, Senior
Telecommunications Specialist, Journey
Telecommunications Specialist, Senior
Water Quality Planner/Project Manager I
Water Quality Planner/Project Manager II
Water Quality Planner/Project Manager III
Water Quality Planner/Project Manager IV
Web Developer, Journey
Web Developer, Master
Web Developer, Senior

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Public Health

Finance & Administrative Services Division

Job Title
Human Resource Associate
Human Resource Analyst

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Department of Transportation

Airport (Planning Section)

Job Title
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

**Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum**

Office of Information Resource Management

Job Title
Computer Operator
Computer Operator Specialist
Computer Operator, Supervisor
Data Control Specialist
Data Control Specialist, Senior
Data Control Supervisor

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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Brotherhood of Teamsters Local 117
(Professional & Technical and Administrative Employees)

TERM OF CONTRACT: January 1, 2009 – December 31, 2010

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Bargaining unit members perform professional and technical work or administrative support work in six departments (Development and Environmental Services, Executive Services, Adult and Juvenile Detention, Natural Resources and Parks, Public Health, Transportation, and the Office of Information Resources Management), covering a wide spectrum of occupations.

NEGOTIATOR: Karen Place

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	In accordance with policy, reduction in force is based on seniority.
➤ INTEREST-BASED BARGAINING:	By mutual agreement, the parties employed a conventional bargaining process.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual and sick leave cashout are as provided in County Code.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	There is a comprehensive non-discrimination clause in the agreement.
➤ CONTRACTING OUT OF WORK:	The agreement provides that bargaining unit work will not be contracted out, except in emergency situations and with notice to the Union.
➤ LABOR / MANAGEMENT COMMITTEES:	The agreement provides for Labor/Management Committees.
➤ DISCIPLINE & GRIEVANCES:	Regular employees may be disciplined only for just cause. The grievance procedure has four internal steps, and provides for binding arbitration.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Brotherhood of Teamsters Local 117
(Professional & Technical and Administrative Employees)

COUNCIL POLICY	COMMENTS
➤ MEDIATION:	Grievance mediation at any step of the process is provided by mutual agreement.
➤ CONTRACT CONSOLIDATION:	This agreement covers two bargaining units previously under separate contracts.
➤ BENEFITS TRUST PLAN:	Not applicable.
➤ HEALTH BENEFITS COST SHARING:	Not applicable.
➤ RELEASE TIME:	Employee representatives participated in the negotiations on paid release time.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	In April, 2008, Council approved a Memorandum of agreement to extend the 2005 – 2007 contract through 2008. On November 3, 2008, the parties reached tentative agreement for the 2009 – 2010 contract.
➤ TIMELINESS OF IMPLEMENTATION:	Consistent with labor policy, the agreement will be implemented in a timely manner after the Council adopts it as an ordinance, the Executive has signed it, and the ordinance has gone into effect.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	Use of part-time and temporary employees is in accordance with County Code.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	Use of leave for personal and family medical reasons is in accordance with County Code, Washington State law and Federal law.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Brotherhood of Teamsters Local 117
(Professional & Technical and Administrative Employees)

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement provides for implementation of bi-weekly pay.
➤ INTEREST ARBITRATION ELIGIBLE:	These bargaining units are not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The contract includes a clause prohibiting any strike, slowdown, or similar interference with county operations.
➤ ADDITIONAL LEAVE PROVISIONS:	The agreement provides for Executive Leave for those who are eligible.
➤ HOURS OF WORK:	The 40-hour work week is the compensation basis for the employees covered by this agreement; however, some employees have a 35-hour weekly schedule with the hourly rate based on the 40-hour pay schedule.
➤ PERFORMANCE EVALUATIONS:	Although the agreement is silent on the subject, the employees do receive performance evaluations annually.

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Brotherhood of Teamsters Local 117 (Professional & Technical and Administrative Employees)
Labor Negotiator
Karen Place

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. Extensive changes to the language on seniority, reduction in force and bumping have clarified the reduction in force procedures and expanded bumping options for employees whose positions are eliminated in a reduction in force.
2. The number of bereavement leave days is increased from three to five per occurrence for death in the employee's family, and the bereavement leave section is re-formatted to make the list of qualifying family members easier to read.
3. There is a new section that specifies employees' rights of access to their personnel records, the county's obligations to maintain and safeguard records, and to notify an employee when an outside entity requests the employee's personnel information. The section conforms to the county's Personnel Records Management Guidelines.
4. There is a new provision to submit a job classification dispute to a mutually acceptable, neutral third party for resolution, if the matter is not resolved in the internal Human Resources Division classification review process.
5. The provision for guaranteed Executive Leave for overtime-exempt employees is continued from the prior agreement, with an increase from three to five days.
6. The section on stand-by pay is expanded to cover work-related telephone calls during off-duty time.

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	International Brotherhood of Teamsters Local 117 (Professional and Technical And Administrative Support Employees)	
Effective Date:	1/1/2009-12/31/2010	
Affected Agency and/or Agencies:	Many Departments	
Note Prepared by:	Matt McCoy, Labor Relations Analyst, HRD	Phone: 205-8004

Department Sign Off:	Sean Bouffiu, Finance & HR Administrator, Elections and Records and Licensing Services Departments	Phone: 296-1596
Department Sign Off:	Christine Chou, Business and Finance Manager, OIRM	Phone: 263-7845
Department Sign Off:	Tim Drangsholt, Manager, Safety & Claims Section, DES	Phone: 296-0502
Department Sign Off:	Cynthia Hernandez, Administration Manager, Finance and Administration Unit, DNRP	Phone: 263-6571
Department Sign Off:	Michael Frawley, Deputy Director, Human Resources Division, DES	Phone: 296-8590
Department Sign Off:	Greg Babinski, Finance and Marketing Manager, Natural Resources & Parks, Technology Unit	Phone: 263-3753
Department Sign Off:	Steve Oien, Finance and Administration Services Manager, Water and Land Resources Division, DNRP	Phone: 296-8339
Department Sign Off:	Mark Leaf, Financial Services Administrator, Budget and Financial Planning	Phone: 263-8590
Department Sign Off:	Tim Aratani, Manager Wastewater Treatment	Phone: 263-6565
Department Sign Off:	Ann Berrysmith, Finance and Administration Services Manager, Solid Waste Division, DNRP	Phone: 296-4457
Department Sign Off:	Eunjoo Greenhouse, Financial Services Administrator, Finance & Business Operations Division, DES	Phone: 263-9256
Department Sign Off:	Nick Carnevali Finance & Administration Services Manager, Facilities Management Division, DES	Phone: 296-0670
Department Sign Off:	Kent Sherburne, Finance & Admin Services Manager, Airport	Phone: 296-7380
Department Sign Off:	Hanh Mai, Business and Finance Officer IV, Risk Mgmt	Phone: 205-0592
Department Sign Off:	Deanne Radke, Assistant Division Director, Budget and Finance, Fleet	Phone: 296-6569
Department Sign Off:	Greg Scharrer, Budget and Systems Manager	Phone: 296-8746
Department Sign Off:	Jerry Hughs, Finance Manager, Parks, DNRP	Phone: 263-6240
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Teena Curry, Budget Analyst, OMB <i>Teena Curry</i>	Phone: 296-3474
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Lindsey Novakovic, Budget Analyst, OMB <i>Lindsey Novakovic</i>	Phone: 296-4346
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Jennifer Lehman, Budget Analyst, OMB <i>Jennifer Lehman</i>	Phone: 296-3471
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Yiling Wong, Budget Analyst, OMB <i>Yiling Wong</i>	Phone: 296-3438
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Steve Fields, Budget Analyst, OMB <i>Steve Fields</i>	Phone: 296-3490
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Greg Shiring, Budget Analyst, OMB <i>Greg Shiring</i>	Phone: 296-3461
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Cindy West, Budget Supervisor, OMB <i>Cindy West</i>	Phone: 296-3453



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Professional and Technical And Administrative Support Employees)		
Effective Date:	1/1/2009-12/31/2010		
Affected Agency and/or Agencies:	Many Departments		
Note Prepared by:	Matt McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	

EXPENDITURES FROM:

Fund Title	Fund Code	Department (ARMS/IBIS)	2009	2010	
Many	10	Jail Health Services	\$ 4,305	\$ 3,951	
	10	HRD	\$ 88,045	\$ 80,799	
	10	Property Services	\$ 92,083	\$ 84,505	
	10	Elections	\$ 264,396	\$ 242,636	
	10	Records and Licensing Div	\$ 161,971	\$ 148,640	
	461	Wastewater Treatment	\$ 6,083	\$ 5,582	
	1030	Roads	\$ 84,636	\$ 77,670	
	1561	River Improvements	\$ 18,025	\$ 16,542	
	1090	Recorders O&M Funds	\$ 9,713	\$ 8,914	
	1210	WLRD – Shared Serv.	\$ 254,295	\$ 233,366	
	1211	WLRD	\$ 74,404	\$ 68,280	
	1340	DDES	\$ 3,578	\$ 3,284	
	1451	Parks	\$ 8,615	\$ 7,906	
	1800	Public Health	\$ 23,600	\$ 21,658	
	3771	OIRM Capital	\$ 29,147	\$ 26,749	
	4040	DNRP – Admin	\$ 16,076	\$ 14,753	
	4040	DNRP – Solid Waste	\$ 253,934	\$ 233,035	
	4290	Airport	\$ 26,939	\$ 24,722	
	5420	Safety and Claims	\$ 93,122	\$ 85,458	
	5441	WW Eq. Rt. Fund	\$ 393	\$ 361	
	5450	Finance	\$ 324,092	\$ 297,419	
	5481	GIS/DNRP	\$ 9,185	\$ 8,429	
	5500	HRD	\$ 25,689	\$ 23,574	
	5511	DCFM – Internal SVC	\$ 45,658	\$ 41,901	
	5520	Risk Mgmt	\$ 6,527	\$ 5,989	
	5531	OIRM	\$ 59,999	\$ 51,205	
	5570	Eqpt Repair & Replacemnt	\$ 8,357	\$ 7,669	
	5580	Motor Pool	\$ 2,557	\$ 2,346	
TOTAL			\$1,995,424	\$1,827,343	



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Professional and Technical And Administrative Support Employees)		
Effective Date:	1/1/2009-12/31/2010		
Affected Agency and/or Agencies:	Many Departments		
Note Prepared by:	Matt McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2008 Base	2009	2010
Salaries		Many	\$ 34,119,578	\$ 1,668,835	\$ 1,528,165
OT			\$ 1,052,417	\$ 51,358	\$ 47,131
PERS & FICA			\$ 5,627,519	\$ 275,231	\$ 252,048
TOTAL			\$ 40,799,514	\$ 1,995,424	\$ 1,827,343

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** Two year contract from 1/1/2009 to 12/31/2010.
- Wage Adjustments & Effective Dates:**
COLA: 4.88% for 2009 and 4.27% assumed for 2010
Other:
Retro/Lump Sum Payment:
- Other Wage-Related Factors:**
Step Increase Movement: Assumes step distribution is constant over time.
PERS/FICA: PERS/FICA at 16%
Overtime:
- Other Cost Factors:** Overtime based on 2007 actual.
 Assumes staffing is constant over time (adjustment to staffing made for elections in anticipation of decreased staffing levels after 2008 election).

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King County

Ron Sims
King County Executive
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KING COUNTY COUNCIL

2009-105

February 3, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
COURTHOUSE

WAGNER FERGUSON COW

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Professional & Technical and Administrative Employees) Collective Bargaining Agreement for the period of January 1, 2009, through December 31, 2010. This agreement covers about 650 employees in the departments of Adult and Juvenile Detention, Executive Services, Development and Environmental Services, Natural Resources and Parks, Public Health, Transportation, and the Office of Information Resources Management.

This agreement consolidates two large and diverse groups under a single contract. The Administrative Support Employees unit covers four classification series; the classifications have a large number of incumbents who perform the indispensable work of processing documents and data, maintaining records and schedules, and the many other necessary administrative functions to support the work of four county departments. The Professional & Technical Employees bargaining unit includes 34 classification series that cover a large number of different lines of work, from Accountant to Website Developer. Employees in the Professional & Technical bargaining unit work in seven departments.

The new agreement replaces the separate agreements for Administrative Support Employees, and Professional & Technical Employees. The county and union agree that this single collective bargaining agreement will be suitable for the employees in both bargaining units. The consolidation enhances our ability to administer policies consistently across the departments and divisions.

The wage settlement for both years of the agreement maintains the existing pay ranges for all job classifications. The cost-of-living increases for 2009 and 2010 follow the standard county settlement agreed to with other labor organizations. Those increases are based on 90% of the

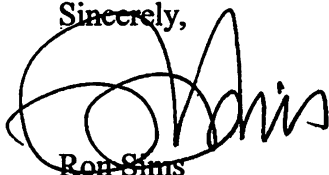
The Honorable Dow Constantine
February 3, 2009
Page 2

increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Jim Johnson, Acting Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,



Ron Sims
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Saroja Reddy, Policy Staff Director
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Bob Cowan, Director, Office of Management and Budget
James J. Buck, County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Acting Labor Relations Manager, HRD, DES

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS

Section 18.1 Seniority Definition. Seniority for all employees in regular, career service positions as of the date of ratification is defined as total length of service in regular career service positions with King County (~~King County adjusted service date~~), including any service with the Municipality of Metropolitan Seattle. For purposes of layoff, bumping, and recall, the identification of affected employees shall be made on a case by case basis with seniority as the primary consideration as well as ability, skill, and experience in the job classification/position. For employees hired or transferred into positions covered by this Agreement after the date of ratification, seniority is defined as the total length of service in regular career service positions within the Administrative Support Employees, Professional and Technical Employees bargaining unit.

Section 18.2 Probation Period, Temporary Service and Seniority Date. A new employee shall be entitled to seniority when such employee has completed a probationary period of at least six (6) months with the County. ~~Probation may be extended to twelve (12) months provided that the employee has been reviewed every two (2) months of employment and the reason for extension is forwarded to the employee and the Union.~~ Upon completion of the probationary period, the employee's seniority date shall be ~~the initial date of hire~~ as provided in this Section and Section 18.1. Temporary employees and term-limited temporary employees as defined in the King County Code (KCC 3.12.010) do not obtain seniority until such time as they are hired on a regular full-time or regular part-time basis.

A. When an employee has previously accrued seniority in a career service position in the bargaining unit, but is on probation in another position in the bargaining unit on the effective date of a layoff , the seniority accrued in the previous position will apply for purposes of layoff, bumping and recall.

B. For employees in short term or term-limited temporary appointments in positions covered by this Agreement, who are appointed to a regular position without a break in service, upon successful completion of probation the seniority date shall be the first day of employment in the temporary position. In addition, an employee who has served as a term-limited temporary employee and who is subsequently appointed to a regular career service position in the same department and division within sixty (60) days of the employee's last day of service as a term-limited temporary employee will have as seniority date the first day of employment in the term-limited temporary position, provided that the employee requests such seniority date within six (6) months of commencing service as a regular employee.

Section 18.3 Seniority rights shall be forfeited if the employee is discharged for just cause or if the employee resigns employment with the County, or if the employee is on a leave of absence in excess of two (2) years in accordance with Article 7, Section 8.

Section 18.4 The County agrees to notify the Union and the affected employee in writing at least six (6) weeks in advance of any position anticipated to be eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to Section 1 of this Article. Such notice of layoff shall include the name, classification and ~~hire-in~~ seniority date of all such employees whose positions are scheduled to be eliminated. Following the consideration of other options as described below, and the exercise of bumping options as provided in this Article, the affected employees will receive the final notice of layoff not less than thirty (30) days before the effective date. Prior to laying off any employees, management shall consider the following options for the impacted employee(s):

- A. Voluntary layoff
- B. Voluntary retirement - pursuant to the rules of the Public Employment Retirement System.
- C. Any other voluntary programs such as job sharing, limited hours, etc.

Section 18.5 The County will endeavor to place in other positions throughout the County those employees who are laid off. Employees who are eligible will receive referral, placement, and other services provided by the King County Career Support Services Program.

Section 18.6 Bumping: Employees who are identified for layoff by actual layoff notice, or notice of a reduction of work hours, must within ~~fourteen (14) calendar~~ three (3) work days after the employee receives such notice notify the County of their intention to bump into another position within the bargaining unit, provided such an option is available. ~~The layoff notice will identify the position into which the employee is entitled to bump.~~

18.6.1 Eligibility to Bump: After receiving the layoff or reduction notice, employees may displace (bump) another employee within the employee's layoff group as defined in Section 18.7 below, if they meet all of the following criteria:

A. The laid off employee may bump the least senior employee in the layoff group of those employees who holds a position for which the laid off employee is qualified in the job classification series from which the employee elects to bump is laid off, and provided the employee to be bumped has less seniority than the employee who elects to bump; and

B. The job classification of the employee to be bumped is at a pay range equal to or lower than the employee who elects to bump; and

C. The employee electing to bump has the skill, ability and experience required to perform the work of the job classification/position pursuant to Section 1 of this Article.

D. Identification of bumping options will begin with the classification from which the employee is laid off, and proceed to the next lower level if no option is available. If no bumping option is available within the laid off employee's classification series, the employee may bump the least senior employee in another

classification (or lower classification in the series) covered by this Agreement in the layoff group who holds a position for which the laid off employee is qualified, provided that

1. The laid off employee completed a probationary period in the classification; and

2. The employee to be bumped has less seniority than the employee who elects to bump; and

3. The job classification of the employee to be bumped is at a pay range equal to or lower than the employee who elects to bump; and

4. The employee electing to bump has the skill, ability and experience required to perform the work of the job classification/position pursuant to Section 1 of this Article.

18.6.2 Bumping Procedure: The Employer will identify the position or positions into which a laid off employee is qualified to bump. It shall be the right of Management to determine if an employee has the skill, ability and experience required to bump into a position as stated in Article 19, Section 19.3.

A. An objection to a determination by Management that an employee does not have the requisite skill, ability and experience shall be initiated at Step 2 of the grievance procedure set forth in Article 13 of this Agreement. The employee who raises such objection through the grievance procedure must participate in a skills assessment by the Career Support Services program. The skills assessment will be considered by the Division Director or designee who adjudicates the employee's grievance.

B. If more than one laid-off employee is eligible to bump into a position, the most senior among the laid off employees will have priority.

C. Nothing in this Article shall be construed as a requirement by a laid-off employee to displace another employee. Exercise of the bumping option shall be voluntary.

D. An employee who is notified of a bumping option must accept or decline the option within five (5) work days of being notified. If the employee does not respond within the five days, the Employer will consider that the employee has declined to bump. The employee will be advised of the five (5) day response requirement when notified of the bumping option.

Section 18.7 For purposes of administering this Article, the following are the layoff groups in which an employee may exercise bumping rights:

Layoff groups within the Department of Executive Services:

- Finance and Business Operations Division; ~~and~~
- Human Resources Division;
- ~~Information and Telecommunications Services Division; and~~
- Records, ~~Elections~~ and Licensing Services Division;
- Elections Division;
- Facilities Management Division. ~~and Airport Division of Department of Transportation~~

The layoff group is the Department for the following:

- Department of Natural Resources and Parks
- Department of Transportation (~~excluding Airport~~)
- Department of Public Health.

A separate layoff group exists for:

- Office of Information Resources Management.

Section 18.8 Bumping Term-limited Temporary Employees: A regular employee may bump a term-limited temporary employee in a bargaining unit position

within the layoff group, or may accept appointment into a vacant term-limited position in the bargaining unit, provided the regular employee meets the qualifications of the position. The placement of a regular employee into a term-limited position shall not convert such position to a regular, career service position; however, at the conclusion of the term-limited appointment, such regular employee shall be entitled to all benefits of any other regular employee subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in the term-limited position.

Section 18.9 Recall: All bargaining unit employees who are laid off, whose hours of work are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job classification held at the time of layoff shall be by seniority pursuant to Section 1 and Section 2 of this Article. A laid off employee may be involuntarily removed from the recall list after the expiration of two (2) years from the date of layoff, or if the employee does not accept re-employment within the bargaining unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list. Employees who are eligible for recall may accept a temporary or term-limited position without jeopardy to their recall rights.

The Human Resources Division (HRD) of the Department of Executive Services shall adhere to the procedures to the County's Workforce Management Plan, except as otherwise provided in this Agreement, regarding the placement of laid off employees to positions within the bargaining unit.